2222.

SUPREME COURT OF THE UNITED STATES

No. 172.

JEREMIAH VAN RENSSELAER, APPELLANT,

vs.

PHILIP KEARNEY AND FREDERICK DE PEYSTER, TRUSTEES AND EXECUTORS OF JOHN WATTS, DECEASED, & AL.

APPEAL FROM THE CIRCUIT COURT U. S. FOR NEW YORK.

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To the Supreme Court of the United States of America.

The petition of appeal of Jeremiah Van Rensselaer, (of the city and State of New York,) respectfully represents,

That a decree was lately made in the circuit court of the United States, held for the southern district of New York, in the second circuit, in equity, bearing date the eighteenth day of May, in the year one thousand eight hundred and forty-six, in a certain cause pending in said court, wherein your petitioner was complainant, and Philip Kearney and Frederick De Peyster, trustees and executors of the last will and testament of John Watts, deceased, and Philip Kearney, junior, Alexander D. Macomb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, impleaded with others, were defendants, which said decree, as your petitioner is advised, is erroneous and ought to be reversed.

And your petitioner further shows, that the matter in dispute in said cause, exclusive of costs, exceeds in value the sum of two thousand dollars.

Wherefore this appellant prays, that the said decree, together with the pleadings, depositions, and all other proceedings in said cause, may be sent to the said Supreme Court of the United States, and filed therein, on the first Monday of March next, and that the said decree may be reversed, or that such other decree or order may be made by the said Supreme Court as may be agreeable to equity and good conscience, and this appellant may be restored to all things which he has lost by said order.

JER. VAN RENSSELAER.

J. BLUNT, *Sol. for appellant.*

J. BLUNT, *of counsel.*

UNITED STATES OF AMERICA,
Southern district of New York, ss.

On this nineteenth day of December, 1846, personally appeared before me Jeremiah Van Rensselaer, the appellant above named, who being by me duly sworn, did depose and say, that he has read the said petition and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters which are therein stated to be on his information and belief, and that as to those matters he believes it to be true.

DAVID L. GARDINER,
U. S. Com'r.

By the honorable Samuel R. Betts, one of the judges of the circuit court of the United States, for the southern district of New York, in the second circuit.

To Philip Kearney and Frederick De Peyster, trustees and executors of John Watts, dec'd, Philip Kearney, jr., Alexander D. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, impl'd, &c.

Whereas Jeremiah Van Rensselaer lately filed in the circuit court of

the United States, for the southern district of New York, in the second circuit, a petition of appeal directed to the Supreme Court of the United States of America, stating that a decree was lately made in the circuit court of the United States, held for the southern district of New York, in the second circuit, in equity, bearing date the eighteenth day of May, in the year one thousand eight hundred and forty-six, in a certain cause pending in said court, wherein the said Jeremiah Van Rensselaer was complainant, and Philip Kearney and Frederic De Peyster, trustees and executors of the last will and testament of John Watts, deceased, and Philip Kearney, junior, Alexander D. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, impleaded with others, were defendants, which said decree is erroneous and ought to be reversed; and further stating that the matter in dispute in said cause, exclusive of costs, exceeds in value the sum of two thousand dollars.

And whereas the said Jeremiah Van Rensselaer, by his said petition, prayed that the said decree, together with the pleadings, depositions, and all other proceedings in said cause, may be sent to the said Supreme Court of the United States, and filed therein on the first Monday of March next, and that the said decree may be reversed, or that such other decree or order may be made by the said Supreme Court as may be agreeable to equity and good conscience, and the said appellant restored to all things which he has lost by said order.

You are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the said first Monday of March next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at the city of New York, in the southern district of New York, in the second circuit, the 21st day of January, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States the seventy-first.

SAM'L R. BETTS. [SEAL.]

Supreme Court of the United States.

PHILIP KEARNEY and Frederick De Peyster, trustees and executors, &c., of John Watts, dec'd, Philip Kearney, jr., Alexander S. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, respondents, ads.
JEREMIAH VAN RENSSELAER, appellant.

SIR: Please to take notice that I appear for the above respondents.

Yours, &c.

N. Y., *February* 15*th*, 1847. A. L. JORDAN,
Sol'r for respondents.

To J. BLUNT, ESQ., *Sol'r for appl'ts.*

UNITED STATES OF AMERICA,
Southern district of New York, ss.

I, Alexander Gardiner, clerk of the circuit court of the United States of America, for the southern district of New York, in the second circuit, do hereby certify, that the writings annexed to this certificate are true copies of their respective originals, on file and remaining of record in my office. [SEAL.]

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this first day of March, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the said United States the seventy-first.

ALEXANDER GARDINER, *Clerk.*

Circuit court of the United States, for the southern district of New York, in the second district.—In equity.

To the honorable Smith Thompson and Samuel R. Betts, judges of the circuit court of the United States of America, for the southern district of New York, in the second district.

Humbly complaining, showeth unto your honors your orator, Jeremiah Van Rensselaer, a citizen of the State of New Jersey. That heretofore, to wit, on the twenty-fifth day of May, in the year of our Lord one thousand seven hundred and eighty-two, John Van Rensselaer, formerly of the county of Albany, *in* the 1
State of New York, being seized in fee of a large tract of land, situate, lying, and being in the new county of Columbia, in the said State, and commonly known as the Claverack lands, (and being also the same lands described and devised in the last will and testament of said John, hereinafter set forth,) made and executed his last will and testament, in due form of law to pass real estate in said State of New York, in the words and figures following, that is to say—

"In the name of God, amen, I, John Van Rensselaer, *esquire*, 2
of Greenbush, in the county of Albany, and State of New York, being weak in body, but of sound mind, memory, and understanding, praised be God for the same, and considering the uncertainty of this transitory life, do make my last will and testament in manner following: First and principally, I commend my soul to God, hoping for His mercy through the merits of Christ Jesus, my Lord and Redeemer, and directing my body to be buried in the family burial place, at Greenbush, at such an expense and in such a manner as my executors my think fit. As *to* my 3
estate, I dispose thereof in the following manner: Imprimis—all that part of my lands at Claverack, parcel of the lands conveyed to my father by my uncle Killian Van Rensselaer, or otherwise howsoever acquired, comprehended within the tract hereinafter

described, I separate from the rest to the intent to entail the same, to wit· Beginning by a small creek, called Wahankasick, upon Hudson's river, where the same creek enters in or empties itself into the said river, and so northerly up along the said river to the mouth of Major Abraham's, or Kinderhook creek; from thence
4 east *into* the woods ten miles; thence southerly as far as my right goes; and from thence to Wahankasick, the place of beginning aforesaid, keeping the same breadth in front along the river as in the rear into the woods. And all my estate, within the said limits and bounds so described, I devise unto Richard Morris and Volkert P. Douw, esquires, and their heirs, for and during the life of my grandson, John Van Rensselaer, the son of my deceased son, Jeremiah Van Rensselaer, to the intent to support the contingent
5 remainders in this my will after limited, so that *the* same may not be destroyed; but in trust, nevertheless, to permit and suffer him to receive the rents and profits to and for his own use during his natural life; and from and after his decease, I devise the same to the first son of the body of the said John, lawfully issuing, born or unborn, and to the heirs male of the body of such first son lawfully issuing; and for default of such issue, then likewise to the second, third, and every other son of the said John, succes-
6 sively, and in remainder, the one after the other, *as* they shall be in seniority and priority of birth, and the several and respective heirs male of the body and bodies of every such first, second, and third, and other son or sons; the eldest of such sons, and the heirs male of his body, being always preferred, and to take before any of the younger sons, and the heirs male of his body. And in case of all such issue male failing, and that my said grandson shall have a daughter or daughters at his death, I devise the same lands to
7 the said Richard Morris and Volkert *P.* Duow, their executors and assigns, for the term of ninety-nine years thence next ensuing, without impeachment of waste, in trust for raising, by way of lease, mortgage, or other disposal of the premises, or any part thereof, in case of one daughter only, the sum of one thousand pounds for such daughter; but if two or more daughters, the sum of fifteen hundred pounds for such daughters, to be equally divided between them, payable to them respectively, at her or their respective ages of twenty-one years, or marriage or marriages,
8 whichsoever shall first happen, for her *and* their respective portion or portions; and if any such daughter or daughters shall happen to die before full age or marriage, then the survivor or survivors shall have the share or shares of her or them so dying; and if all of them shall happen to die before full age or marriage, then the said sums, or either of them, shall not be raised; but if raised, shall be paid to him to whom the freehold in the premises, as hereinafter mentioned, shall be in trust for: and in case the said
9 John shall have no son or daughter at *the* time of his death, (born or unborn,) of his body, lawfully begotten, or if he shall have left

a daughter, or daughters, and either of the said sums shall be raised, paid, and satisfied, then the said term of ninety-nine years shall be void to all intents and purposes whatsoever; and then I give and devise the premises to the said Richard Morris and Volkert P. Douw, esquires, and to their heirs, for and during the life of my son Robert Van Rensselaer, to support the contingent remainders hereinafter mentioned; but in trust, nevertheless, to permit him to *receive* the rents and profits thereof during his life; and 10
from and after his decease, then I devise the same premises to the first son of the body of the said Robert, lawfully issuing, whether born or unborn, and to the heirs male of the body of such first son, lawfully issuing; and for default of such issue, then likewise to the second and third, and every other son of the said Robert, successively and in remainder, the one after the other, according to their seniority; and the several and respective heirs male, lawfully issuing, of the body and bodies of *every* such second and third, 11
and every other son and sons, the eldest of such son and sons, and the heirs male of his body, lawfully issuing, being always preferred, and to take before any of the younger sons, and the heirs male of his body; and upon the failing of such issue male of my son Robert, my meaning is to carry the entail in like manner to my son Henry and his issue male, as though I had here repeated all the words of the last clause in favor of my son Robert, or had used any other *words* necessary in the law to vest the entail in my 12
said son Robert and his issue male; and upon the failing of such issue male of my son Henry, my meaning is to carry the entail in like manner to my son James and his issue male, in like manner; and upon the failing of such issue male of my son James, my meaning is to carry the entail to my daughter Catherine Schuyler, and her issue male, in like manner. Secondly: Nothwithstanding the above devises in tail, my meaning is that the several possessors of the freehold in the *estate* above devised, together with 13
my other tenements, from time to time shall annually pay to my wife, during her widowhood, the sum of two hundred and fifty pounds, in quarterly payments—the first payment to be made within six weeks after my decease, and the second at the expiration of six months, and then every other payment quarterly, so long as she shall remain my widow; and if there be a default of payment, I authorize her, as often as such default shall be made, to enter into the lands so entailed, and the other tenanted lands, and to *hold* the same till she shall have received the arrears due 14
to her, with interest thereon at seven per cent., and no longer; and this bequest is to be in lieu of her whole right of dower to any part of my estate. Thirdly: I give and bequeath to my said wife all her wearing apparel, and one negro wench, which she may choose out of the whole, and a negro boy Robb., a chariot, and a pair of horses and harnesses suitable for the same; also a bedstead, with a set of curtains, with the usual appurtenances thereto be-

longing, to complete the same; and also all such household furniture
15 and effects *which* she brought into my family at the time of her intermarriage, or afterwards; as also the liberty, during her widowhood, of living at my house at Greenbush. Fourthly: I give and devise unto my son James Van Rensselaer, his heirs and assigns, my house and lot of ground situate in the First ward of the city of Albany, to have and to hold to him and his heirs and assigns forever; and my will is that my executors, hereinafter named, shall, out of my personal estate, build for his use, on the old stand,
16 a *new* brick house, two stories high. Fifthly: All the rest of my real estate I give and devise unto my sons Robert, Henry, and James, and to my daughter Catherine Schuyler, and to their respective heirs and assigns forever, to be equally divided between them as tenants in common. Sixthly: Inasmuch as I have given each of my children a negro, I give and bequeath unto my son James my negro Lewis, and I give and bequeath unto my aforesaid grandson John, the son of Jeremiah Van Rensselaer, my negro named Saratoga Jack, in the room of Tea, which I had given
17 to his father, upon whose death Tea was returned *to* me again. I also give and bequeath to my said grandson all the farmer's utensils belonging to my farm at Greenbush. Seventhly: All the rest, residue and remainder of my personal estate, whatsoever and wheresoever, one-sixth part of all my linen excepted, which I hereby give to my said wife, I give and bequeath unto my aforesaid four children and to my said grandson, equally to be divided amongst them, share and share alike. Lastly: I do hereby revoke all former
18 wills *and* testaments, by me at any time heretofore made, declaring this to be my last will and testament; and I do hereby appoint my said sons Robert, Henry, and James, and my daughter Catherine, and my said grandson John, executors of this my last will and testament; and I empower the majority of such of them as shall be living at my decease, according to their discretion, and the majority of the survivors of them, to execute any deed or deeds, instrument or instruments, whatsoever, or to do any act whatsoever necessary or
19 expedient for the settlement *of* any dispute that may in any manner affect the lands hereinbefore devised to my said grandson, and hereby entailed, in such manner, and by such devices, as they may think proper, and that their deeds and acts in any part of the lands so hereby entailed as aforesaid shall be as binding as if no other person but themselves were interested under me in the same lands, and bind all others interested in any part of the lands so hereby entailed as aforesaid. In witness whereof I have here-
20 unto set my hand and seal, this twenty-fifth *day* of May, in the year of our Lord one thousand seven hundred and eighty-two." (As by the said will, or a certified copy of the same, now in the possession of your orator, and ready to be produced as this honorable court may direct, will more fully and at large appear, and to which, for greater certainty, your orator prays leave to refer.)

Your orator further showeth unto your honor, that subsequently to the execution of the said will, to wit, on the twenty-ninth day of July, in the said year 1782, the said John Van Rensselaer made and executed, in due form of law to pass real estate in said State of New York, a certain codicil to the said will, in the words and figures following, viz:—

"I, the within named John Van Rensselaer, esquire, of Greenbush, in the county of Albany, and State of New York, do make this present codicil, which I order and direct shall be taken as and for part of my foregoing last will and testament, and which will, as to all and every the uses, limitations, trusts, gifts, conditions, legacies, bequests, directions, and appointments therein mentioned, devised, given, and contained, of and concerning my real and personal estate, therein mentioned, I do by this my codicil establish, ratify, and confirm; save and except such devises, uses, dispositions and bequests, therein mentioned, as are by me hereinafter revoked and made void. Whereas, my real estate at Greenbush, extending along Hudson's river, from Janoon's Pat to Jacob Engle's Pat, and extending the whole breadth easterly, back into the woods one English mile, and my island opposite the same, together with all the buildings and appurtenances thereunto belonging, was, at the time of making my said last will and testament, by me held and enjoyed as a tenant entail, and therefore I could not then make any disposition thereof, which tenure is since abolished by an act of the legislature of this State: Now, I hereby give and devise all that my said real estate at Greenbush aforesaid, as above mentioned and described, with the appurtenances, as also the island opposite the same, unto my grandson John Van Rensselaer, the son of my deceased son Jeremiah Van Rensselaer, to have and to hold the same, with the appurtenances, unto my said grandson John Van Rensselaer, for and during the term of his natural life; and from and after his decease I give and devise the same, with the appurtenances, unto the heirs of my said grandson John Van Rensselaer, and to his, her, and their heirs, for ever. *Item.* My will is that my slaves, respectively, shall have liberty and permission of choosing their masters; and my children or grandchildren, with whom such slave or slaves shall choose to live, shall pay for the same an appraised value to my other children or grandchild, after deducting therefrom one fifth part of such appraisement. In witness whereof, I, the said John Van Rensselaer, have to this codicil put my hand and seal, this twenty-ninth day of July, one thousand seven hundred and eighty-two."

As by the said codicil, or a certified copy of the same, in the possession of your orator, and ready to be produced as this honorable court may direct, will more fully and at large appear, and to which, for greater certainty, your orator prays leave to refer.

And your orator further showeth unto your honor, that on the

26th day of September, in the year of our Lord one thousand eight
26 hundred and twenty-eight, the said testator, John *Van* Rensselaer, died, without having revoked or altered the said will and codicil, leaving John I. Van Rensselaer, the grandson of the said testator in the said will and codicil named, and in said will and codicil described as the testator's grandson John Van Rensselaer, him surviving.

Your orator further showeth unto your honor, that under and by virtue of the devise in the said will contained, the said John I. Van Rensselaer entered into the possession of the said Claverack lands, described in the said will, immediately upon the death of
27 the said John Van Rensselaer, the said *testator*, and continued to receive the rents and profits of the same until in or about the month of in the year one thousand seven hundred and ninety-five, when, as your orator has been informed and believes, the said John I. Van Rensselaer, by some instrument under his hand and seal, conveyed all his interest in the said Claverack lands to one Daniel Penfield, who forthwith entered into possession of the same, and continued in the enjoyment of the rents and profits of the said lands until some time in the year eighteen hundred, when a large
28 portion of *the* same was conveyed by the said Daniel Penfield to John Watts, of the city of New York, then and still a citizen of the said State of New York; but for what consideration, or upon what terms the said conveyance was made, or what portion of the said lands was thus conveyed to the said John Watts, your orator is ignorant and unable to set forth, as the conveyance thereof is not upon record in the office of the clerk of the county of Columbia, nor has your orator ever been able to obtain the inspection thereof.

29 Your orator *further* showeth, that as he has been informed, and believes, and therefore charges, the said John Watts, upon the execution of the said conveyance to him by the said Daniel Penfield, as aforesaid, entered into the possession of the said lands, and has continued in the possession and enjoyment of the same, and the receipt and enjoyment of the rents, issues, and profits, thereof, until the present time, with the exception of some parts of the said lands, which have at different times been sold and conveyed by the said John Watts, for full consideration by him re-
30 ceived therefor, *but* with the dates and particulars of which sales and conveyances your orator is wholly unacquainted.

Your orator further showeth that the said John I. Van Rensselaer departed this life on or about the twenty-sixth day of September, 1828, leaving your orator, who was born on the fourth day of August, 1793, his eldest son, and also his sons Cornelius G. Van Rensselaer, Glen Van Rensselaer, and his daughter Catharine G. Visscher, his sole surviving children and heirs at law.

Your orator further showeth that he is advised, and therefore
31 so insists and charges, *that* all the estate and interest which the said John I. Van Rensselaer acquired, under and by virtue of the

said last will and testament of the said John Van Rensselaer in and to the said Claverack lands, and of which the said John I. Van Rensselaer was seized and possessed at the time of the execution of the said indenture, by him, the said John I. Van Rensselaer, to the said Daniel Penfield, was an estate for his own life merely, and that the said John I. Van Rensselaer was unable to vest, and did not vest, any greater interest *in* the said Penfield by the said instrument.

Your orator futher showeth, that large portions of the said lands were held by tenants under leases from the said John Van Rensselaer, the testator, or his ancestors, upon different terms; some of the said leases being perpetual, others during certain lives therein mentioned, and others for terms of years, and that other farms were rented from year to year. Your orator further showeth that the rents and services reserved to the grantor, and his heirs, in and by the said leases, were in some instances a tenth of the produce, *yearly*, raised upon the said land thereby granted; and in other instances a certain number of bushels or quantity of wheat; in other instances a specified sum of money, and a quarter part of the consideration money paid for the land granted each and every time the same was sold; and that other services and conditions were imposed upon the said grantor; but your orator not having access to the leases granting the same, is not able to give a correct account thereof, and of the said rents and profits accruing since the death of the said *John* I. Van Rensselaer; that, as your orator has been informed and believes, all the said leases and rent-rolls were transferred to the said Penfield, upon the sale to him by the said John I. Van Rensselaer, and were by the said Penfield, upon the sale to him by the said John I. Van Rensselaer, subsequently transferred to the said John Watts, in whose possession, or under whose control, your orator has been informed and believes the same now are.

Your orator further showeth, that he has frequently, and in a friendly manner, applied to the said John Watts for information as to the nature and extent of the *interest* which he, the said John, claims in the said lands; and he also, in a friendly manner, requested him to render an account of the rents and profits of the same, from the time of the death of the said John I. Van Rensselaer; and to pay over to your orator all the rents and profits, and to deliver up to your orator all the leases, rent-rolls, and other documents relating to the said estate; and also to deliver up to your orator peaceable and quiet possession of the said lands, and to permit your said orator to hold *and* enjoy the same, and receive the rents and profits thereof, which the said John Watts has neglected and refused to do.

And your orator further shows, that in consequence of such refusal by the said John Watts, your orator is unable to obtain any accurate information with regard to the situation of the said property,

whereby the interest of your orator in the premises is greatly damnified.

And your orator well hoped that the said John Watts would have complied with such the reasonable request of your orator, and
37 would have rendered to your orator a full and true account of all the moneys received by him on account of the said estate, from the period of the death of the said John I. Van Rensselaer; and would also have given up to your orator all the leases, rent-rolls, and documents relating to the said estate; and would have delivered up to your orator peaceable and quiet possession of the said estate as in justice and equity he ought to have done.

But now, so it is, may it please your honors, that the said
38 John Watts, combining and confederating with divers persons, to your orator unknown, but whose names, when discovered, your orator prays may be inserted in this his bill of complaint, with apt words to charge them, and every of them, as parties thereto, absolutely refused to comply with such the reasonable request of your orator, or any part thereof; the said John at one time pretending, that your orator has no right, as the devisee of the said John I. Van Rensselaer, to call upon him for such account; and at another time the said John Watts pretends that he is the absolute owner of
39 the said property, by virtue of the said instrument so executed by the said John I. Van Rensselaer to the said Daniel Penfield, and of the deed to him, the said John Watts, from the said Daniel Penfield; whereas your orator charges the truth to be the contrary thereof.

Your orator further charges, that the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, who are citizens of the State of New York, give out and pretend that the said John I. Van Rensselaer had a son named John Van Rensselaer, who, as they allege, was born in the year one thousand seven hundred and ninety-one, and died in the year one thousand eight
40 hundred and thirteen; and they further allege, that upon *his* birth the said estate devised to the eldest son of the said John I. Van Rensselaer in and by the said will vested in the said John Van Rensselaer; and that by the operation of law it was turned into an estate in fee, and descended, upon the death of the said John Van Rensselaer, to the said John I. Van Rensselaer; and that upon the death of the said John I. Van Rensselaer, in the year 1823, it descended to his heirs at law as tenants in common, whereby, as they allege,
41 they are each entitled to a *fourth* part of the said estate, and to the rents and profits accruing therenpon. Whereas your orator charges, that the said estate, and the rents and profits thereof, belong to him. All which actings, doings, and pretences, of the said John Watts, Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, and their confederates, are contrary to equity and good conscience, and tend to the manifest wrong and injury of your orator in the premises. In tender consideration whereof, and forasmuch as your orator is remediless in the premises by the
42 strict rules of the common *law*, and cannot compel delivery, nor

obtain adequate relief, save in a court of equity, where matters of this and a like nature are properly cognizable and relievable:

To the end, therefore, that the said John Watts, Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, and their confederates, when discovered, may, upon their several and respective corporal oaths, full, true, and perfect answer make to all and singular the premises, paragraph by paragraph, as fully and particularly as if the same were here repeated, and they thereunto severally and specially interrogated: And that the said John Watts may *also* set forth a full, true, and just account of all 43
and every sum and sums of money which have from time to time been received by the said John Watts since the death of the said John I. Van Rensselaer for [or] on account of the leases or rents due from the tenants on the said estate, or otherwise, or the produce thereof, or any part thereof, and when and from whom: And that the said John Watts may also set forth a full, true, and just account of all leases remaining at the time of the death of *the* said John I. 44
Van Rensselaer, upon the said estate, or any part thereof, and the character and description of the said leases, and the rents received on each lease, with all the particulars thereof; and also whether any and what farms were under rent from year to year, or for a term of years, or for a life or lives, or how otherwise, and to whom the said leases and farms were rented; and what was the consideration of the said leases and the annual rent of the said farms, and how the same was secured to be paid, whether *in* wheat, cash, or 45
how otherwise, and when; and that he may also set forth and discover the names and places of abode of all and every the person and persons who claim any legal or equitable estate, right, title or interest, charge or incumbrance, in, to, or upon the said premises through the said John Watts, and the particulars of such estate, right, title, or interest, and how and in what manner the same became so vested in such person or persons, and under what deed or deeds, writing or writings:

And that the said John Watts may set *forth* a full and just 46
rental and particular account of the said estate, and where the same and every part thereof is situated, and the yearly value of each particular part thereof, and in whose tenure the same and every part thereof now are, and under what yearly or other rent or rents; and whether he, the said John Watts, hath not been, since the death of the said John I. Van Rensselaer, or for some and how long time past, in possession or receipt of the rents and profits thereof, or of some and what parts thereof, and by what 47
right or title, and for whose use: And that the said John Watts may set forth a full, true, *perfect*, and particular account of all and every sum or sums of money which hath been received by him, or any other person or persons by his order, or for his use, for or on account of the rents and profits of the said estate, or any part thereof, which has accrued or become due since the death of the said

John I. Van Rensselaer, and when, and by whom, and for whose
48 use, and from whom, and for what rent, and of what part of the said estate, and when due, all and every such sums were respectively received:

And also that the said Catharine G. Visscher, Cornelius G. Van Rensselaer and Glen Van Rensselaer, may discover and set forth their claim and pretence of title, if any they have, in and to the aforesaid lands, and to the rents, issues and profits thereof, and that the same may be decreed to be invalid and unfounded in law and equity; and that the title of your orator in and to the whole of the
49 said premises, and in and to all the rents, issues, and profits thereof, may, by decree of this court, be established and quieted, unless it shall appear that the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer are entitled, conjointly with your orator, to the said lands, and the rents, issues, and profits thereof; and in such case your orator prays that the respective rights and interests of your orator and the said Catharine, Cornelius, and Glen, in and to the said lands, and in and to the rents, issues, and profits thereof, may be established by the decree
50 of this court. And your orator further prays that the said John Watts may be decreed to deliver to your orator, or to your orator and the said Catharine G. Visscher, Cornelius G. Van Rensselaer and Glen Van Rensselaer, as may be just, the possession of the estate and premises above mentioned, together with any deeds, muniments, writings, leases, or other documents belonging or relating to the said estate, or any part thereof, and now in the custody or under the control of the said John Watts, may also be de-
51 creed to come to a just and fair account with your orator, or with your orator and the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, as may be just, and pay to him or them all the rents and profits of the said estate and premises which have been received by the said John Watts, or by any other person or persons for his use or by his order; and that your orator may have such further and other relief in the premises as the nature and circumstances of his case shall require, and as may be agreeable to equity and good conscience.

May it please your honors to grant unto your orator the people's writ of subpœna, issuing out of and under the seal of this honora-
52 ble court, to be directed to the said John Watts, Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, commanding them by a certain day, and under a certain penalty therein to be inserted, to be and appear before your honor in this honorable court, then and there to answer all and singular the premises, and further to stand to and abide such order and decree

thereon as to your honorable court shall seem meet, and as may be agreeable to equity and good conscience.

And your orator will ever pray, &c.

JOSEPH BLUNT,
Solicitor for complainant.
PETER AUG. JAY, AND
B. F. BUTLER,
Of counsel.

Circuit court of the United States, for the second circuit.—In equity.

The joint answer of Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, defendants, impleaded with Philip Kearney and Frederic De Peyster, executors of the last will and testament of John Watts, deceased, Philip Kearney, junior, and Susan Kearney, to the bill of complaint and bill of revivor of Jeremiah Van Rensselaer, complainant.

These defendants, not avoiding all or any of the matters and things in the said complainant's said bill of complaint and bill of revivor contained, for answer thereunto say, that they admit the *facts* and statements made and set forth in the said bill of complaint and bill of revivor, and as the same are therein made and set forth.

And these defendants further answering as aforesaid say, that they submit their rights and interests in this cause to the disposition of this honorable court, and humbly pray that the same may be protected by the decree of this honorable court, made in the premises.

J. MILLER, *Solicitor.*
CHAS. L. LIVINGSTON, *of Counsel.*

Circuit court of the United States, for the southern district of New York.—In equity.

The several plea of John Watts *to* the bill of complaint of Jeremiah Van Rensselaer, complainant, against him, the said John Watts, and Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, defendants.

This defendant, by protestation, not confessing all or any of the matters and things in the complainant's said bill contained to be true, in such manner and form as the same are therein stated and alleged, as to all the relief prayed by the said bill, and as to all the discovery thereby prayed, the defendant doth plead in bar, and say: That Daniel Penfield, in the complainant's said bill of *complaint* named, was, on the fifteenth day of October, in the year of our Lord one thousand eight hundred and six, and for a long time prior to that day, in the quiet possession, occupation and enjoyment, by himself, and others, his tenants holding under him, of all that certain tract or parcel of land known by the name of the

Claverack lands, situated in the county of Columbia, referred to in the said bill, and bounded as therein specified, with the exception of certain distinct farms and parcels thereof, belonging to
57 other persons; and that the said Daniel Penfield was, *at* the several times hereinbefore mentioned, in the quiet possession of the leases, or counterparts thereof, theretofore executed by the said Daniel Penfield and others, his predecessors as lords proprietors of the soil of said lands, to the tenants thereof, together with the rent-rolls, title-deeds, and documents relating to said lands, and was in the quiet and uninterrupted receipt of the rents, services, issues, and profits of the said lands; and that the said Daniel Penfield, at the said several times hereinafter mentioned, was so in the posses-
58 sion of the said lands, leases, or counterparts of leases, rent-*rolls*, title-deeds, and documents, and in the receipt of the said rents, services, issues, and profits, to his own proper use and benefit, and was, or claimed and pretended to be, absolute owner thereof, in fee simple; and that the said Daniel Penfield, while he was so in the possession of the said lands, leases, or counterparts of leases, rent-rolls, and title-deeds, and in the receipt of the said rents, services, issues, and profits, and while he was, or pretended to be, such absolute owner thereof, in fee simple, heretofore, to wit, on
59 the fifteenth day of *October*, in the year of our Lord one thousand eight hundred and six, for and in consideration of the sum of forty thousand dollars, which the defendant has actually paid and satisfied to him, the said Daniel Penfield executed in due form of law, under his hand and seal, to this defendant, a good and sufficient deed of conveyance, in fee simple, to and for the sole use of this defendant, his heirs and assigns, for a large portion, and as this defendant is informed and believes, the principal part of the
60 aforesaid lands, leases and counterparts of leases, rents, *services*, issues, and profits, and thereupon immediately delivered possession thereof, together with the rent-rolls, title-deeds, and documents aforesaid, to this defendant, and for the sole use of this defendant, his heirs and assigns; and that this defendant, before and at the time of the execution and delivery of the said deed of conveyance as aforesaid, and the payment and satisfaction of the said sum of forty thousand dollars, the consideration money as aforesaid, and for a long time thereafter, had no knowledge, notice, information, or belief, that the said complainant, or any other person except the
61 said *Daniel* Penfield, had any right, title, interest, or claim, either in law or equity, in possession, remainder, reversion, or expectancy, of, in, or to the said lands, leases, or counterparts of leases, rents, services, issues, and profits, or any part thereof; but on the contrary, this defendant, at the several times hereinbefore last mentioned, did understand and verily believe, that the said Daniel Penfield was seized and possessed, in fee and in his own right, of the said lands, leases, counterparts of leases, rents, services, issues, and
62 profits, and had good right and full power to convey and assure

the same to this defendant, his heirs and assigns; and that he was lawful owner, and had good right to deliver possession to this defendant of the aforesaid rent-rolls, title-deeds, and documents; and this defendant did, by the aforesaid conveyance and delivery of possession, acquire a good, perfect, absolute, and indefeasible estate of inheritance and ownership in the said lands, leases, counterparts of leases, rents, services, issues, profits, rent-rolls, title-deeds, and documents.

All which matters and things this defendant doth aver to be true, and he pleads the same to the whole of the *said* bill, and humbly 63
demands the judgment of the honorable court, whether he ought to be compelled to make any farther or other answer thereto.

JOHN WATTS.

A. L. JORDAN, *Solicitor.*
JNO. DUER, *of Counsel.*

UNITED STATES,
Southern district of the State of New York, ss:

On the fourth day of April, in the year of our Lord one thousand eight hundred and thirty-six, the above named John Watts was duly sworn before me, that he had read and knew the contents of the foregoing plea, and that the same is true, of his own knowledge, except as *to* the matters stated to be on his information 64
or belief; and as to those matters he believes it to be true.

GEO. W. MORTON, *U. S. Commissioner.*

Circuit court of the United States, for the southern district of New York, in the second circuit.—In equity.

The replication of Jeremiah Van Rensselaer, complainant, to the several plea of John Watts, impleaded with other defendants.

The said repliant, saving and reserving to himself all and all manner of advantage of exception to the uncertainties and insufficiencies of the said defendant's plea, for replication thereto saith, in all and every the *matters* and things, as in and by his said bill 65
he hath already said, and will aver, justify, maintain, and prove the said bill of complaint, and all and every the matters and things therein contained, to be true, certain, and sufficient, in such manner and form as the same are therein and thereby set forth and declared, and that the said plea of the said defendant is untrue and insufficient in the law by this repliant to be replied unto, for divers manifest imperfections, and untruths therein contained.

Without that, that any other matter or thing in the said plea contained, material *or* effectual in the law to be replied unto, and 66
herein not well and sufficiently replied unto, confessed or avoided, traversed or denied, is true. All which matters and things this repliant is ready to aver, maintain, and prove, as this honorable court may direct, and humbly prays, as in and by his said bill he hath already prayed.

J. BLUNT, *Solicitor.*
B. F. BUTLER, *of Counsel.*

Circuit court of the United States, for the southern district of New York, in the second circuit.—In equity.

To the honorable Smith Thompson and Samuel R. Betts, judges
67 of the circuit court of *the* United States of America, for the southern district of New York, in the second circuit:

Humbly complaining, showeth unto your honors, that heretofore, to wit, on the fourth day of December, in the year of our Lord one thousand eight hundred and thirty-five, your orator, Jeremiah Van Rensselaer, a citizen of the State of New Jersey,
68 exhibited his original bill of complaint in this honorable *court* against John Watts, Catherine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, citizens of the State of New York, therein and thereby stating such several matters and things as are therein for that purpose more particularly stated and set forth, and praying that the said defendants might answer fully as to the matters therein charged and set forth, and that the said defendant, John Watts, might set forth a full, true, and just account of all and every sum and sums of money which had from time to time
69 been received by him, the said John Watts, since the death *of* John I Van Rensselaer, named in the said original bill, for or on account of the leases or rents due from the tenants, or otherwise, on a certain estate, situated in the county of Columbia, and State of New York, or the produce thereof, or any part thereof, and when and from whom; and that the said John Watts might also set forth a full, true, and just account of all leases remaining, at the time of the death of the said John I. Van Rensselaer, upon the said estate,
70 or any part thereof, and the character and description of *the* said leases, and the rents received on each lease, with all the particulars thereof; and also whether any and what farms were under rent from year to year, or for a term of years, or for a life or lives, or how otherwise, and to whom the said leases and farms were rented, and what was the consideration of the said leases, and the annual rents of the said farms, and how the same was secured to be paid, whether in wheat, cash, or otherwise, and when, &c.; that he
71 might also set forth and discover the names *and* places of abode of all and every the person and persons who claim any legal equitable estate, right, title, or interest, charge or incumbrance, in, to, or upon the said premises through the said John Watts, and the particulars of such right, title, or interest, and how and in what manner the same became vested in such persons, and under what deed or deeds, writing or writings.

And your orator in the said original bill further prayed that the said John Watts might set forth a full and just rental and particu-
72 lar account of the *said* estate, and where the same and every part thereof was situated, and the yearly value of each particular part thereof, and in whose tenure the same and every part thereof now are, and under what yearly or other rent or rents, and whether

he, the said John Watts, had not been, since the death of the said John I. Van Rensselaer, or for some and how long a time past, in possession or receipt of the rents and profits thereof, or of some and what parts thereof, and by what right or title, and for whose use; *and* that the said John Watts might set forth a full, true, and 73
perfect and particular account of all and every sum or sums of money which had been received by him, or any other person or persons, by his order or for his use, for or on account of the rents and profits of the said estate, or any part thereof, which had accrued or become due since the death of the said John I. Van Rensselaer, and when and by whom, and for whose use, and from whom, and for what rent, and of what part of the *said* estate, and 74
when due, all and every such sums were received respectively.

And your orator, in and by the said original bill, further prayed, that the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer might discover and set forth their claim and pretence of title, if any they had, in and to the lands set forth and described in the said original bill, and to the rents, issues, and profits thereof, and that the same might be decreed to be invalid and unfounded in law and equity, and that the title of your orator to the whole *of* the said premises, and in and to all the rents, issues, 75
and profits thereof, might, by the decree of this court, be established and quieted, unless it should appear that the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer were entitled, conjointly with your orator, to the said lands, and the rents, issues, and profits thereof. And in such case, your orator prayed, in and by his said original bill, that the respective rights and interests of your orator and the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer in *and* to 76
the said lands and premises, and in and to the rents, issues, and profits thereof, might be established by the decree of this court.

And your orator, in and by his said original bill, further prayed, that the said John Watts might be decreed to deliver to your orator, or to your orator and the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, as may be just, the possession of the estate and premises in the said original bill mentioned, together with any deeds, muniments of title, writing, leases, or other documents belonging or *relating* to the said estate, or any part 77
thereof, and then in the custody or under the control of the said John Watts. And that the said John Watts might also be decreed to come to a just and fair account with your orator, and with your orator and the said Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, as may be just, and pay to him or them all the rents, issues, and profits of the said estate and premises, which had been received by the said John Watts, or by any other person or *persons*, for his use or by his orders. And that your 78
orator might have such further relief in the premises as the nature and circumstances of the case might require, and as might be agreeable

to equity and good conscience. As by the said original bill, now on file in the office of the clerk of this court, or a copy thereof in the possession of your orator, and ready to be produced as this honorable court may direct, reference being had thereto, will more fully and at large appear, and to which, for greater certainty, your orator prays leave to *refer*.

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And your orator further shows unto your honor, that the said John Watts, being duly served with process, appeared and put in his plea to the said original bill; but before any farther proceedings were had in the said cause, the said John Watts departed this life, after having first made and published his last will and testament, in due form of law to pass real estate, in and by which said will he did devise the said land and premises, referred to in your orator's said original bill of complaint, as follows: "I give and devise to my trustees *and* executors hereinafter named, as joint tenants and not as tenants in common, all my lands, rents, and real estate, in the county of Columbia, and State of New York, in trust to collect, receive, and take the rents, issues, and profits thereof, during the minority of my grandson, John Watts De Peyster, the only son of my late daughter Justina, and her husband, Frederick De Peyster; and farther in trust, when the said John Watts De Peyster shall arrive at the age of twenty-one years, if he shall live to attain that age, to convey the said lands and real estate to *him* and his heirs and assigns forever. And if he shall die under that age, then to consider the said lands, rents, and real estate, as consisting of as many undivided shares as there shall be sons then living of my late brother Stephen Watts, and of my nephew Robert Watts, son of my late brother Robert, and to convey one share of the said undivided shares to each of the sons then living of my said nephew, Robert Watts, and to sell the remaining shares, and execute conveyances therefor, and to divide the money arising from such sale among the *sons* then living of my said late brother Stephen, share and share alike. And whereas most of the said lands in Columbia county have been demised in perpetuity, by leases or deeds containing clauses or covenants which secure to the lessees, their heirs, or assigns, the right of pre-emption of the said lands, and also in certain cases the one-third part of the price on sales thereof, receiving moneys and certain rights and privileges, now I authorize my said trustees, from time to time during the said trust, and on such terms as they shall think advisable, to compromise and *compound* all claims and demands by reason of, or growing out of, the said clauses, covenants, and reservations; and I direct that all the rents, moneys, and profits of the said real estate, in the county of Columbia, which shall accrue or be received during the said trust, whether the same shall be due and payable at the time of my death, or whether they shall become due and payable afterwards, shall be considered part of my residuary personal estate, and be applied and disposed of as hereinafter directed.

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And your orator further shows unto your honor, that the said John Watts did, in and by his said will, after *certain* bequests and devises of other parts of his real and personal estate, devise as follows: *Item:* "I give and bequeath one-third part of the residue of my personal estate, including therein the rents, proceeds, income, and profits of my real estate in the county of Columbia, and the proceeds of my house and lot number 3 Broadway, to my grandson Philip Kearney, if he shall survive me. I give and bequeath the other two-thirds of the said residue of my personal property, (including as aforesaid;) and if my grandson Philip shall die before me, *then* the whole of the said residue to my executors in trust, to manage and dispose of the same as follows, that is to say: To invest the same in stock, bonds, or otherwise, at their discretion, and from time to time to change the securities, and reinvest the said estate, as they may think expedient; and also to invest the proceeds and income thereof as the same may accumulate, until my grandchild Susan shall arrive at lawful age, and then to pay and transfer one-half of the said trust estate to her; and if she shall die under lawful age, *leaving* a child or children her surviving, then to pay and transfer such half to such guardians as shall be duly appointed by the court of chancery for such child or children, and who shall have given sufficient security for the faithful execution of their trust. And when my grandson John Watts De Peyster shall arrive at lawful age, to pay and transfer to him the remainder of the said trust estate; and if my grandchild Susan shall die under age, and leave no child her surviving, or if my grandson John Watts de Peyster shall die under age, whether with or without a *child* him surviving, then the share of the grandchild so dying shall go to the survivor or survivors of my said three grandchildren; and if it shall unfortunately happen that my grandson Philip shall die before me, and that both my other grandchildren should die under lawful age, then I give the shares of my grandson and of the said Susan, should she leave no child her surviving, then her share also, to all the children then living of my late brother Stephen, and all the children then living of my said nephew Robert Watts, share and share alike. *And* I direct that all the charges and expenses occasioned by any of the trusts confided to my executor by any clause in the will, shall be paid and discharged out of the personal estate, which at the time shall be held by them in trust as aforesaid. 84 85 86 87 88

And your orator further shows unto your honor, that the said John Watts did, in and by his said will appoint, as follows, viz: *Item:* I hereby appoint my son-in-law Henry Laight, Philip Kearney, and Frederic De Peyster, trustees and executors of this my last will; and in case the said Frederic should *die* in my life-time or afterwards, I appoint and substitute in his place his brother, James De Peyster, as one of my trustees and executors; and I declare and direct that all the devises and bequests, to my executors 89

and trustees herein contained, shall enure to such only of the said executors and trustees as shall duly take upon themselves the execution of this will; and I hereby authorize and empower such of the said executors and trustees as shall duly take on themselves the execution of this will, and the survivor and survivors of them,
90 and any future trustees, who may be duly appointed to execute the said trusts, to do, execute, and perform all and every of the powers, trusts, acts, deeds, and things which my said trustees are herein authorized to do, execute, and perform. *Item:* I authorize my executors to compromise and compound all claims and demands, by or against my estate, and to submit to arbitration or umpirage all differences between them and others, and to perform the award which may be made thereon—as by the said will, now on record in the office of the Surrogate, in and for the city and county of
91 New *York*, or the probate of the same, reference being thereunto had, will fully and at large appear, and to which, for greater certainty, your orator prays leave to refer.

And your orator further shows unto your honor, that Henry Laight, one of the trustees and executors named in the said will, is now absent in Europe, and out of the jurisdiction of this honorable court, and as your orator has been informed, and believes, has never qualified as executor, or taken upon himself any part
92 of the burthen of the execution of the said will; and that the *said* Frederic De Peyster and Philip Kearney, the other trustees and executors named in the said will, have proved the said will, and taken upon themselves the burthen of the execution of the same.

And your orator further shows unto your honor, that no appearances have as yet been received, for the said Catharine G. Visscher, Cornelius I. Van Rensselaer, or Glen Van Rensselaer, the other defendants named in the said original bill of complaint. And your orator further shows unto your honor, that Philip Kearney, the grandson of the said testator John Watts, in the said will
93 named, is of full age, *but* that the said John Watts De Peyster and Susan Kearney, in the said will also named, are infants, under the age of twenty-one years.

And your orator further shows unto your honor, that the suit having become abated by reason of the death of the said John Watts, your orator is advised that he is entitled to have the said suit revived against the said trustees and executors and devisees of the said John Watts, and to have the said cause put in the same state and condition, as against them, which it was in at the time of the demise of the said *John* Watts, the defendant in the said origi-
94 nal suit. And that your orator is entitled to have the same benefit and relief against the said Philip Kearney and Frederic De Peyster, Philip Kearney, junior, Susan Kearney, and John Watts De Peyster, as your orator should or might have had against the said John Watts.

To the end, therefore, that the said suit and proceedings, which

became abated by the death of the said John Watts, may stand and be revived against the said Philip Kearney and Frederic De Peyster, trustees and executors as aforesaid, and also against the said Philip Kearney, the grandson of *the* said testator, and Susan 95
Kearney and John Watts De Peyster, the devisees named and described in the said will, and to be in the same plight, state, and condition, as the same were in at the time of the abatement thereof. And that your orator may have the benefit thereof, or that the said defendants, Philip Kearney and Frederic De Peyster, trustees and executors as aforesaid, may show cause why the said suit and proceedings should not be so revived, and that the same may be revived accordingly.

May it please this *honorable* court to grant unto your orator the 96
writ of subpœna, issuing out of and under the seal of the said court, to be directed to the said Philip Kearney and Frederic De Peyster, trustees and executors of the last will and testament of John Watts, deceased, and the said Philip Kearney, Susan Kearney, and John Watts De Peyster, the devisee named in the said will, commanding them, under a certain penalty to be therein inserted, personally to be and appear before your honor, in this honorable court, then and there to answer all and singular the premises, and further to stand to, abide, and perform such order 97
and decree therein, as to your honor shall seem meet and agreeable to equity and good conscience.

And your orator will ever pray, &c.,

JEREMIAH VAN RENSSELAER.

J. BLUNT,
Solicitor and of counsel for complainant.

In the circuit court of the United States, for the southern district of New York, in the second circuit.—In equity.

The joint and several answer of Philip Kearney and Frederic De Peyster, trustees and executors of the last will and testament of John Watts, deceased; Philip Kearney, junior, and Susan Kearney, and John Watts De Peyster, infants under the age of twenty-one years, by the said Philip Kearney, guardian of the 98
said Susan Kearney, and the said Frederic De Peyster, guardian of the said John Watts De Peyster, to the bill of revivor of Jeremiah Van Rensselaer, complainant.

These defendants, now and at all times hereafter, saving and reserving to themselves, severally and respectively, all and all manner of benefit and advantage of exception that can or may be had or taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said complainant's said bill of revivor contained, for answer thereunto, or unto so much thereof as these defendants are advised is *material* or necessary for them to make 99

answer unto, severally answering for themselves, say: These defendants, Philip Kearney and Frederic De Peyster, trustees and executors as aforesaid, and this defendant Philip Kearney, jr., severally answering as aforesaid, say, they believe it to be true, that at or about the time in the said bill of revivor stated, Jeremiah Van Rensselaer therein named, exhibited his original bill of complaint in this honorable court, against such parties as defendants thereto as in the
100 said bill of revivor are mentioned, thereby stating and praying to the effect in the said bill of revivor set forth, so far as the same is therein set forth; and that the said John Watts, now deceased, afterwards appeared and put in his plea to the said original bill, as in the said bill of revivor mentioned; but for their greater certainty, nevertheless, these defendants, Philip Kearney and Frederic De Peyster, trustees and executors as aforesaid, and Philip Kearney, junior, pray leave to refer to the said original bill and plea, now remaining filed as of record in this honorable court; and these de-
101 fendants, Philip Kearney and Frederic De Peyster, *trustees* and executors as aforesaid, and Philip Kearney, junior, answering as aforesaid, say they admit it to be true, that before any further proceedings were had in the said cause, and on or about the third day of September, in the year of our Lord one thousand eight hundred and thirty-six, the said John Watts, one of the defendants to the said original bill, departed this life, having first duly published his last will and testament in writing, in due form of law to pass real
102 estate, dated the thirtieth day of May, in the year of our Lord *one* thousand eight hundred and thirty-six, and thereof appointed his sons-in-law, Henry Leight, and these defendants, Philip Kearney and Frederic De Peyster, trustees and executors; and in case this defendant, Frederic De Peyster, should die in the lifetime of him,
103 the said John Watts, or afterwards, then the *said* John Watts, in and by said last will and testament, appointed and substituted in the place of the said Frederic De Peyster, his, the said Frederic De Peyster's brother, James De Peyster, as one of the trustees and executors of said last will and testament; and that the said John Watts did, in and by his said last will and testament, declare and direct that all devises and bequests to his said trustees and executors, in the said last will and testament contained, should enure only to such of the trustees and executors as should duly take upon themselves the execution of said will, and did, in and by said will, authorize and empower such of the said trustees and executors as should duly take on themselves the execution of his said will, and the survivors and survivor of them, and any future
104 trustees who might be *duly* appointed to execute the trusts in and by the said will created, to do, execute, and perfom all and every the powers, trusts, acts, deeds, and things which his said trustees are, in and by his said will, authorized to do, execute and perform; and did, in and by his said will, authorize his executors to compromise and compound all claims and demands by and against his estate, and to submit to arbitration or umpirage all differences be-

tween them and others, and to perform the award which might be made thereon. And these defendants, Philip Kearney and Frederic De Peyster, *trustees* and executors as aforesaid, and Philip Kearney, 105
junior, further answering, say, they admit it to be true that the said John Watts did, in and by his said last will and testament, devise to his said trustees and executors, as joint tenants, and not as tenants in common, all his lands, rents, and real estate in the county of Columbia, and State of New York, in trust to collect, receive, and take the rents, issues, and profits thereof, during the minority of his grandson, John Watts De Peyster, one of the infant defendants in this cause, the only son of *his* late daughter 106
Justina, and her husband Frederic De Peyster; and further in trust, when the said John Watts De Peyster should arrive at the age of twenty-one years, if he should live to attain that age, to convey the said lands and real estate to him, and his heirs and assigns forever; and if he should die under that age, then to consider the said lands, rents, and real estate, as consisting of as many undivided shares as there should be sons then living of Stephen Watts, the late brother of the said John Watts, and of Robert Watts, nephew *of* the said John Watts, son of the said John Watts' late brother, 107
Robert Watts, and to convey one share of the said undivided shares to each of the sons then living of the testator's said nephew Robert Watts, and to sell the remaining shares, execute conveyances therefor, and to divide the money, arising from such sale, among the sons then living of the testator's said late brother Stephen, share and share alike. And the said testator, John Watts, did further, in and by said last will and testament, after reciting the most of the said lands in Columbia county *had* been demised in perpetuity, 108
by leases or deeds containing clauses or covenants which secured to the lessors, their heirs or assigns, the right of pre-emption of the said lands, and also, in certain cases, the one-third part of the price on sale thereof, reserving mines and certain rights and privileges, did authorize his said trustees, from time to time during said trust, and on such terms as they should think advisable, to compromise and compound all claims and demands by reason of or growing out of the said clauses, covenants, and restrictions, and did direct *that* all the moneys, rents, and profits of the said real estate in the 109
county of Columbia, which should accrue or be received during the said trust, whether the same should be due and payable at the time of his death, or whether they should become due and payable afterwards, should be considered part of his residuary personal estate; one-third part of which said residuary personal estate, including said rents, proceeds, income, and profits of his said real estate in the county of Columbia, and the proceeds of his house and lot, number three Broadway, he did, in and by *said* will, give and be- 110
queath to his grandson, this defendant, Philip Kearny, junior, if he should survive the said testator, and the other two-thirds thereof;

and in case his said grandson, Philip Kearney, junior, should die before the said testator, then the whole thereof to his executors in trust, to invest the same in stocks, bonds, or otherwise, at their discretion, and from time to time to change the securities, and reinvest the same, together with the proceeds and income thereof, as they might think expedient, until the grandchild of the said testa-
111 tor, Susan Kearney, one of the *infant* defendants in this suit, should arrive at lawful age, and then to pay and transfer one half of the said trust estate to her; and if she should die under lawful age, leaving a child or children her surviving, then to pay and transfer such half to such guardian as should be appointed by the court of chancery for such child or children, and who should have given sufficient security for the faithful execution of their trust; and when the said testator's said grandson, John Watts De Peyster,
112 the other infant defendant in this suit, should arrive at lawful age, *to* pay and transfer to him the remainder of the said trust estate; but if the said Susan Kearney should die under age, and leave no child her surviving, or if the said John Watts De Peyster should die under age, whether with or without a child him surviving, then the share of the grandchild so dying should go to the survivors or survivor of the testator's said grandchildren; and if it should unfortunately happen that the said testator's said grandson, the said Philip Kearney, junior, should die before the said testator, and that both
113 his, the said testator's, said other grandchildren, Susan *Kearney* and John Watts De Peyster, should die under lawful age, then the said testator, in and by his said will, give the shares of his said grandsons, and if the said Susan Kearney should leave no child her surviving, then her share also, to all the children then living of the testator's late brother Stephen, and of his said nephew Robert Watts, share and share alike. And the said testator did also, in and by his said will, direct that all the charges and expenses occa-
114 sioned by any of the trusts confided to his said executors *by* any clause in his said will, should be paid and discharged out of the personal estate which, at the time, should be held in trust by them as aforesaid, as by the said original last will and testament, in the custody of these defendants, Philip Kearney and Frederic De Peyster, trustees and executors as aforesaid, or one of them, and to which for greater certainty these defendants pray leave to refer, may more fully and at large appear.

And these defendants, the said Philip Kearney and Frederic De Peyster, trustees and executors as aforesaid, and Philip Kearney,
115 junior, further answering, *admit*, that Henry Laight, one of the trustees and executors named in the said bill, is now in Europe, out of the jurisdiction of this honorable court, and has never qualified as executor, or taken upon himself any part of the burden of the execution of the said will; and that these defendants, Frederic De Peyster and Philip Kearney, the other trustees and executors named in the said will, have proved the said will, and taken upon

themselves the burden of the execution of the same. And these
defendants, Philip Kearney and Frederic De Peyster, trustees and 116
executors as aforesaid, and Philip Kearney, junior, have, humbly
insisting upon all the benefits and advantages to be derived from
the said plea of the said John Watts, or which might have been de-
rived therefrom to the said John Watts in his lifetime, submit that
the said suit, which became abated on the death of the said John
Watts, and the proceedings had therein, should stand and be re-
vived against these defendants, Philip Kearney and Frederic De
Peyster, trustees and executors *as* aforesaid, and this defendant 117
Philip Kearney, junior, as legatee under said will; and that the
said suit and proceedings may be restored to the same plight and
condition in which they were at the time of the death of the said
John Watts.

And these defendants, Susan Kearney and John Watts De Peys-
ter, answering by these guardians aforesaid, severally, and that they
are strangers to all and singular the matters and things in the said
original bill of complaint and bill of revivor contained respectively,
that they are respectively infants under the age of twenty-one years,
and claim such interests *in* the premises as they are entitled to, 118
and submit their interests to the protection of this honorable court.

And these defendants, Philip Kearney and Frederic De Pey-
ster, trustees and executors as aforesaid, and this defendant, Philip
Kearney, junior, deny all combinations and confederacy charged
against them in the said bill of revivor; without that, that any
other matter or thing in the said bill of complaint contained, and
not herein and hereby well and sufficiently answered unto, con-
fessed and avoided, traversed or denied, is true, to their knowledge
or belief. All which matters and things these defendants are
ready to *aver*, prove, and maintain, as this honorable court shall 119
direct, and pray to be thence dismissed, with their costs and
charges in this behalf most wrongfully sustained.

JORDAN & CLARK, *Solicitors and*
A. L. JORDAN, *of counsel for de-*
fendants, and for the guardians of the infant defendants.

I consent and agree that the foregoing answer may be deemed
sufficient, upon the signatures of Philip Kearney and Frederic De
Peyster, as trustees and executors as therein mentioned, and as
guardians ad litem for Susan Kearney and John Watts De Pey-
ster respectively, the infant defendants therein named, without
oath.

Dated New York, November 25th, 1837. 120

J. BLUNT, *Solicitor for complainants.*

In the circuit court of the United States, for the southern district of New York, in the 2d circuit.—In equity.

The replication of Jeremiah Van Rensselaer, complainant, to the joint and several answer of Philip Kearney and Frederic De Peyster, trustees and executors of the last will, &c., of John Watts, deceased, Philip Kearney, junior, and Susan Kearney, and John Watts De Peyster, infants, &c., defendants to the bill of revivor of the said complainant.

This repliant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of
121 exception which may be had or *taken* to the manifold insufficiencies of the said answer, for replication thereunto says, that he will aver, maintain, and prove his said bill of complaint to be true, certain, sufficient in the law to be answered unto; and that the said joint and several answer of the said Philip Kearney and Frederic De Peyster, trustees and executors, &c., and of the said Philip Kearney, junior, and Susan Kearney and John Watts De Peyster, infants, &c., to the said bill of revivor of the said complainant, is uncertain, untrue, and insufficient, to be replied unto by this
122 *repliant;* without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays, as in and by his said bill he has already prayed.

J. BLUNT, *Solicitor.*

123 B. F. BUTLER, *of counsel for complainant.*

In the circuit court of the United States, for the southern district of New York, in the second circuit.—In equity.

The joint and several answer of Philip Kearney, junior, Alexander S. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, to the original bill of complaint of Jeremiah Van Rensselaer, the complainant, against these defendants, and Philip Kearney and Frederic De Peyster, trustees and executors of the last will and testament of John Watts, deceased.

These defendants, now and at all times hereafter, saving and re-
124 serving to themselves all benefit and advantage of exception *to* the many errors, uncertainties, and other imperfections in the said bill of complaint contained, and by protestation not confessing or acknowledging all or any of the matters or things in the complainant's said bill of complaint mentioned to be true, in such manner and form as the same are therein alleged; and further protesting

that the said complainant has not, by his said bill, made such a case as entitles him to any relief in this court, or as will give this honorable court jurisdiction of the premises; and further, that the said bill of complaint is defective, for the want of *proper* and ne- 125
cessary parties thereto to enable the court to give any relief in the premises; yet, for answer unto such parts thereof as pray relief, and do not seek for a discovery against these defendants, as they are advised is or are material or necessary for them to make answer unto, they, these defendants, answering say, that they deny that the said complainant is, or that the said complainant and Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, conjointly, are authorized and entitled by the decree of this court to have his or *their* claim to the premises, and the 126
rents, issues, and profits thereof, as in said bill set forth, or any of them, or any part thereof, established by the decree of this court, as prayed for in the said bill of complaint; and these defendants further deny that the possession of the estate and premises, together with any deeds, writings, leases, or other documents belonging or relating to the said estate, or any part thereof, and which may have been in the custody or under the control of the said John Watts in his lifetime, or at the *time* of the exhibiting of the said original 127
bill of complaint, as in the said bill mentioned, ought in equity or by the decree of this honorable court, to be delivered up to the complainant, and the said Catharine, Cornelius, and Glen, as prayed for in said bill. And the said defendants further deny, that the complainant, or the complainant and the said Catharine, Cornelius, and Glen, is or are entitled to the decree of this court; that the said defendants Philip Kearney and Frederic De Peyster, as such trustees and executors as aforesaid, shall come to an account with *him* or them, and pay unto him or them the rents and 128
profits of said estate, which have been received by the said John Watts in his lifetime, or by any other person or persons for his use or by his order, as prayed for in said bill; and they further deny, that the complainant is entitled to any further or other relief whatsoever in the said premises.

And these defendants further answering say, that the said John Watts in his lifetime, and on or about the thirtieth day of May, in the year of our Lord one thousand eight hundred and thirty-six, made and published his last will and testament, in due form of law to pass real estate, and thereof appointed his son-in law Henry Laight, and the said Philip Kearney and Frederic De Peyster, trustees and executors; and in case the said Frederic De Peyster should die in the lifetime of him, the said John Watts, or afterwards, then the said John Watts, in and by his said last will and testament, appointed and substituted in the place of the said *Frederic* De Peyster, his, the said Frederic De Peyster's brother, 129
James F. De Peyster, as one of the trustees and executors of his said last will and testament; and that the said John Watts did, in

and by his last will and testament, declare and direct that all devises and bequests to his said trustees and executors, in the said last will and testament contained, should enure only to such of the said trustees as should duly take upon themselves the execution of said will; and did in and by said will authorize and empower such of the said trustees and executors, as should duly take on themselves the execution of his said *last* will, and the survivors and survivor of them, and any further trustees who might be duly appointed to execute the trusts in and by said will created, to do, execute, and perform all and every the powers, trusts, acts, deeds and things, which his said trustees were, in and by said will, authorized to do, execute, and perform; and did, in and by his said last will and testament, amongst other things, devise to his said trustees and executors, as joint tenants, and not as tenants in common, all his lands, rents, and real estate in the county of *Columbia*, and State of New York, comprehending the lands, rents, and real estate in the said complainants' said bill of complaint mentioned, in trust to collect, receive, and take the rents, issues, and profits during the minority of his grandson John Watts De Peyster, one of these defendants, the only son of his late daughter Justina, and her husband Frederic De Peyster; and further in trust when the said John Watts De Peyster should arrive at the age of twenty-one years, if he should live to attain to that age, to convey the said lands or real estate to him, *his* heirs and assigns, forever; and if he should die under that age, then to consider the said lands and real estate as consisting of as many undivided shares as there should be sons then living of Stephen Watts, the late brother of the said John Watts, and of Robert Watts, nephew of the said John Watts, son of Robert Watts, late brother of the said John Watts; and to convey one share of the undivided shares to each of the sons then living of the testator's said nephew Robert Watts; and to sell the remaining shares, and execute *conveyances* therefor, and to divide the money arising from such sale among the sons then living of the testator's late brother Stephen, share and share alike, as by the said last will and testament, reference being thereunto had, may more fully appear.

And these defendants further answering say, that this defendant, John Watts De Peyster, attained the age of twenty-one years on the ninth day of March, A. D. 1842; and answering as aforesaid, they further say, that the said defendants, Philip Kearney and Frederic De Peyster, together with Henry Laight, trustees and executors *aforesaid*, have proved the said will, and taken upon themselves the burthen of the execution of the same. And these defendants in bar of the said bill of complaint, and the relief therein sought, do allege and insist, that for all the time commencing more than twenty years prior to the time of the filing and exhibiting of the said original bill of complaint, and continuing down to the making of this answer, the said John Watts

in his lifetime, and until the time of his death, and the said defendants, Philip Kearney and Frederic *De Peyster*, and Henry 135
Laight, executors and trustees as aforesaid, immediately at and after, and ever since the death of the said John Watts, by themselves respectively, and their respective tenants holding under them, have been and still are in the actual, sole, and exclusive possession and seizin, as well of all and singular the parts and parcels of the said tract of land which were not leased, or of the said leases, rents, and profits, in the said original bill of complaint mentioned and claimed; and during all that time the said John Watts in his lifetime, and *these* defendants, Philip Kearney and 136
Frederic De Peyster, and said Henry Laight, executors and trustees as aforesaid, since the death of the said John Watts, have respectively, by themselves and by their respective tenants holding under them, actually and continually occupied, possessed, and been seized of all and singular, as well the said lands not leased, as of the said leases, rents, and profits, claiming and enjoying the same during all the respective times aforesaid, being seized of the said lands in his and their demesne as of fee; and being seized of the said leases, rents and profits in *fee*, in his and their respective 137
sole and exclusive right, as the sole and exclusive owners thereof, in his and their own right in fee simple, but subject to the uses and trusts in the said will mentioned, receiving and enjoying the rents, issues, and profits, avails and proceeds thereof, and claiming the right to receive and enjoy the same as aforesaid; and these defendants insist upon the several matters aforesaid in bar as aforesaid, and pray the benefit thereof as fully as if the same had been formally pleaded.

And these defendants, Philip Kearney, junior, Alexander S. McComb *and* Susan, his wife, and John Watts De Peyster, deny 138
all combination and confederacy charged in the said original bill; without that, any other matter or thing in the said original bill of complaint contained, and not herein and hereby well and sufficiently answered unto, confessed and avoided, traversed or denied, is true, to their knowledge or belief; all of which matters and things these defendants are ready and willing to aver, maintain and prove, as this honorable court shall direct, and pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

J. WATTS DE PEYSTER,
A. S. McCOMB,
S. K. McCOMB,
PHILIP KEARNEY, JUN.,
By PHILIP KEARNEY,
His attorney.
PHILIP KEARNEY,
FREDERIC DE PEYSTER. 139

AMBROSE L. JORDAN, *Solicitor.*
GEORGE WOOD, *of counsel for defendants.*

SOUTHERN DISTRICT OF NEW YORK, ss:

On this twenty-sixth day of April, A. D. 1842, before me personally appeared Philip Kearney, Alexander S. McComb, and Susan McComb, his wife, and John Watts De Peyster, who being by me personally duly sworn, say, that they have read the foregoing answer subscribed by them, and knew the contents thereof, and that the same is true of their own knowledge, except as to the matters which are therein stated to be on information and belief, and that as to those matters they believe it to be true.

GEO. W. MORTON,
U. S. Commissioner.

140 SIR: Take notice that the foregoing is a *copy* of an answer in the above cause, the original of which have been filed in the office of the United States circuit court, for the southern district of New York. Yours, &c.,

A. L. JORDAN,
Solicitor for defendants.

April 27, 1842.

To J BLUNT, esq.,
Solicitor for complainant.

Circuit court of the United States, for the southern district of New York, in the second circuit.—In equity.

The replication of Jeremiah Van Rensselaer to the joint answer of Frederic De Peyster and Philip Kearney, trustees and executors of the last will and testament of John Watts, deceased, de-
141 fendants to the original bill of complaint exhibited against *them*, and also against Cornelius G. Van Rensselaer and others, by the above named repliant.

This repliant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of exception which may be had or taken to the manifold insufficiencies of the said answer, for replication thereunto says, that he will aver, maintain, and prove his said bill of complaint to be true, certain, sufficient in the law, to be answered unto; and that the said answer of the above named respondents is uncertain, untrue, and insufficient, to be replied unto by this repliant; without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, and not herein
142 and hereby *well* and sufficiently replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver, maintain, and prove, as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

J. BLUNT, *Solicitor.*
B. F. BUTLER, *of Counsel.*

Circuit court of the United States, for the southern district of New York, in equity.

The joint answer of Frederic De Peyster and Philip Kearney, trustees and executors of the last will and testament of John Watts, deceased, defendants to the *original* bill of complaint of Jeremiah Van Rensselaer, complainant. 143

These defendants, now and at all times hereafter, saving and reserving to themselves all benefit and advantage of exception to the many errors, uncertainties, and other imperfections in the said bill of complaint contained, and by protestation not confessing or acknowledging all or any of the matters or things in the complainant's said bill mentioned to be true, in such manner and form as the same are therein alleged, and further protesting that the said complainant *has* not by his said bill made such a case as entitles him to any relief in this court, or as will give this honorable court jurisdiction of the premises; and, further, that the said bill of complaint is defective, for the want of proper and necessary parties thereto to enable the court to give any relief in the premises. 144

Yet, for answer unto such parts thereof as pray relief and do not seek for a discovery against these defendants, and as they are advised is or are material or necessary for them to *make* answer unto, they, these defendants, answering say, that they deny that the said complainant is, or that the said complainant and Catharine G. Visscher, Cornelius G. Van Rensselaer, and Glen Van Rensselaer, conjointly, are authorized and entitled by the decree of this court to have his or their claim to the premises, and the rents, issues, and profits thereof, as in said bill is set forth, or any of them, or any part thereof, established by the decree of this court, as prayed *for* in said bill of complaint. And these defendants further deny that the possession of the estate and premises, together with any deeds, writings, leases, or other documents, belonging or relating to the said estate, or any part thereof, and which may have been in the custody or under the control of the said John Watts, in his lifetime, or at the time of the exhibiting of the said original bill of complaint as in the said bill mentioned, ought, in equity, or by the decree of this honorable court, to be delivered up to the complainant, or to the complainant *and* the said Catharine, Cornelius, and Glen, as prayed for in said bill. 145 146 147

And these defendants further deny that the complainant, or the complainant and the said Catharine, Cornelius, and Glen, is or are entitled to the decree of this court; that these defendants, as such trustees and executors as aforesaid, shall come to an account with him or them, and pay unto him or them the rents and profits of the said estate and premises which have been received by the said John Watts, in his lifetime, or by any other person or persons for his use or by his order, as prayed for in said bill; and they 148

further deny that the complainant is entitled to any further or other relief whatever in the said premises.

All which matters and things these defendants are ready and willing to aver, maintain, and prove as this honorable court shall direct, and pray to be hence dismissed with their reasonable costs and charges in this behalf most wrongfully sustained.

(Signed) PHILIP KEARNEY,
FREDERIC DE PEYSTER.

A. L. Jordan, *Solicitor.*
149 G. Wood, *of Counsel.*

STATE OF NEW YORK,
City and county of New York, ss.

On this nineteenth day of April, A. D. 1839, before me, personally appeared the above named Frederic de Peyster and Philip Kearney, and severally made oath that they had read the above answer subscribed by them, and knew the contents thereof, and that the same is true of their own knowledge, except as to the matters which are therein stated to be on their information and belief, and as to those matters they believe it to be true.

(Signed,) GEO. W. MORTON,
U. S. Commissioner.

In the circuit court of the United States, for the southern district of New York, in the 2d circuit, in equity.

150 The replication of Jeremiah Van Rensselaer, complainant, to the joint and several answer of Philip Kearney, junior, Alexander S. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, to the original bill of complaint of the said Jeremiah Van Rensselaer, against them and others, defendants.

This replicant, saving and reserving to himself, now and at all times hereafter, all and all manner of benefit and advantage of
151 exception which may be had or taken to the manifold insufficiencies of the said answer, for replication thereunto, says that he will aver, maintain, and prove his said bill of complaint to be true, certain, sufficient in the law, to be answered unto; and that the said joint and several answer of the said Philip Kearney, junior, Alexander McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, to the said bill of complaint of the said complainant, is uncertain, untrue, and insufficient to be replied unto by this replicant; without that, that any other matter
152 or thing whatsoever, in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed and avoided, traversed or denied, is true; all which matters and things this replicant is and will be ready to aver, maintain, and prove, as this honorable

court shall direct, and humbly pray as in and by his said bill he has already prayed. J. BLUNT, *Solicitor*,
JONA. MILLER, *of Counsel*,
for Complainant.

Proofs.

Will of John Van Rensselaer.

COUNTY OF RENSSELAER, *Surrogate's court*:

Be it remembered, that there is now remaining in the office of the surrogate of the county of Rensselaer a certain record of the last will and codicil thereto, and the proof thereof, of John Van Rensselaer, late of the town of Greenbush, deceased, in the words and figures following, to wit: "State of New York, county of Rensselaer, ss. Be it remembered, that at a surrogate's court, held for the county of Rensselaer at the surrogate's, in the city of Troy, on the 29th day of June, in the year of our Lord one thousand eight hundred and thirty-three, in the matter of the real estate of John Van Rensselaer, deceased, present Philip Viele, surrogate, comes Jeremiah Van Rensselaer, by Joseph Blunt, his attorney, and informed the said court, that notice had been given, pursuant to the statute in such case made and provided, of his intention of proving the last will and testament of the said John Van Rensselaer, late of the town of Greenbush, in the county of Rensselaer, deceased; and the said Jeremiah Van Rensselaer, by his attorney aforesaid, brought into this court a notice of his intention to prove the said bill, signed by the said Jeremiah Van Rensselaer, with affidavits and admissions *proving* the due service of said notice upon all the heirs of the said John Van Rensselaer, deceased, which said notice, admissions, and affidavits are as follows, to wit: In the matter of proving the last will and testament of John Van Rensselaer, late of Greenbush. To the heirs of John Van Rensselaer, deceased, and all others whom it may concern: You will please to take notice, that the undersigned will, on the 29th day of June next, apply to the surrogate of the county of Rensselaer, at his office in the city of Troy, or wheresoever his court shall then be held, at ten o'clock in the forenoon of that day, to take proof of and record the last will and testament of John Van Rensselaer, late of Greenbush, in the county of Albany, now Rensselaer, and State of New York, deceased, pursuant to chapter sixth, title first, article first, part second, of the revised statutes of the State of New York, dated New York, March 28, 1833.—Jeremiah Van Rensselaer. Services of copies of the above notice was duly admitted by the following persons, as appears by their names subscribed to such admission, to wit: Elizabeth Hamilton, John C. Cruger, attorney for Catharine Cruger, Alida V. R. Constable, John Constable, Philip J. Schuyler, P. Schuyler, Philip Church, C. H. Carroll, guardian of Cornelia Carroll, Ann

Elizabeth Carroll, and Adeline Carroll, Jas. Van Rensselaer,
V. B. Van Rensselaer, Thomas Y. How, jr., as guardians for
Robert F. How, Jacob R. V. How, and Angelica V. R. How,
minor children of Thomas Y. How, Jno. T. McCoun, A. R. D.
158 McCoun, J. L. Lane, guardians for Henry R. Lane, Ph. S. Van
Rensselaer, James J. Van Rensselaer, R. H. Van Rensselaer, H.
J. Van Rensselaer, Peter Van Rensselaer, jr., Rachel D. Van
Rensselaer, John C. Everts, Christina Everts, Henry R. Van Rens-
selaer, Henry S. Van Rensselaer, Robert C. Van Rensselaer, Em-
ma A. Burrough, Rachel D. Van Rensselaer, Nancy Van Rens-
selaer, Alex. H. Van Rensselaer, Fr. Granger, guardian of Corne-
lia Adeline Granger, and Gideon Granger, C. G. Van Rensselaer,
C. G. Visscher, G. Van Rensselaer, S. V. Rensselaer, jr., Ph.
Schuyler, James Cochran, Catharine C. R. Cochran, R. Bunner,
159 E. Bunner, *Jno.* Sturges, Mary Regina Sturges, Catharine S. Van
Rensselaer, Robert Van Rensselaer, S. Rutson Van Rensselaer.
The following affidavits were also presented and filed, to wit: Philo
K. Cole, of the city of Albany, being duly sworn, says that he is
foreman in the office of the Albany Argus, and that the notice, of
which the annexed is a printed copy, (referring to the above no-
tice, has been regularly published in said Albany Argus, once in
160 each week for six weeks successively, commencing on *the* 18th
day of May last past.—Philo K. Cole. Sworn before me this 21st
day June, 1833. Elias Warner, commissioner of deeds. City and
county of New York, ss., Adolphus N. Gouverneur, of the city of
New York, being duly sworn, deposeth and saith, that the annexed
six documents, purporting to be admissions of services of notices in
the matter of proving the last will and testament of John Van Rens-
selaer, late of Greenbush, were received by him in due course of
mail, in compliance with letters addressed by deponent to the dif-
161 ferent persons whose signatures are affixed *to* the said commission,
and signed by deponent in the name of J. Blunt. Deponent further
saith, that he verily believes that the signatures are in the hand-
writing of the persons whom they purport to represent.—Adolphus
N. Gouverneur. Sworn this 26th day of June, 1833, before me, T.
A. Swords, commissioner of deeds. County of Columbia: Robert
H. Van Rensselaer being duly sworn, deposeth and saith, that
the signatures to the annexed admission, viz: R. H. Van Rensse-
laer, H. J. Van Rensselaer, Peter Van Rensselaer, Rachael D.
162 Van Rensselaer, John C. Everts, Christiana *Everts*, Henry R.
Van Rensselaer, Henry S. Van Rensselaer, Robert C. Van Rens-
selaer, Emma A. Burrough, Rachael D. Van Rensselaer, Nancy
Van Rensselaer, Alex. H. Van Rensselaer, are, to the knowledge
of deponent, the genuine signatures of the persons whom they
purport to represent, and that the signature of Ph. S. Van Rensse-
laer is in the proper handwriting of the said Philip, son of James
Van Rensselaer.—R. Henry Van Rensselaer. Sworn this 29th day
163 of June, 1833, before me, Philip Viele, Surrogate. County of Rens-

selaer, ss. Joseph Blunt, being sworn, saith, that he knows the handwriting of Cornelius G. Van Rensselaer, Francis Granger, John Constable, and Alida V. R., his wife, Stephen Van Rensselaer, junr., Philip Schuyler, Glen Van Rensselaer, and Catharine G. Visscher, having seen them write, and that the signatures affixed to the admissions of services of notice hereto annexed are in the handwriting of the persons respectively by whom they purport to *be* written; he further saith, that letters enclosing the notices, admission of services of which are signed by Rudolph Bunner and wife, James Cochran and wife, John Sturges and wife, were transmitted by him through the post-office, addressed to the said persons respectively, with a request that they should be returned with their signatures annexed with, and that they were accordingly returned, signed by the said persons and their wives respectively; and he believes that the said names were written by the same persons by whom they purport to be written; and that deponent saith, that Jeremiah Van Rensselaer, whose name is subscribed to the annexed notice, is the oldest surviving son of John I. Van Rensselaer, late of Greenbush, according to the best of his knowledge and belief.—J. Blunt. Sworn this 29th day of June, 1833, before me, Philip Viele, surrogate. City and county of New York, ss. J. R. Van Rensselaer, jr., of the city of New York, counsellor at law, being duly sworn, deposeth and saith, that he is the son of J. Rutsen Van Rensselaer, whose name is affixed to the above admission, and that the above signature is the proper handwriting of the said J. Rutsen Van Rensselaer.—J. R. *Van* Rensselaer. Sworn the 26th day of June, 1833, before me, Adolphus N. Gouverneur, commissioner of deeds. City and county of New York, ss. Adolphus N. Gouverneur, being duly sworn, deposeth and saith, that the signature of Robert Van Rensselaer, affixed to the above admission, was made by the said Robert in the presence of deponent. Sworn this 26th day of June, 1833, before me, T. A. Swords, commissioner of deeds. County of Rensselaer, surrogate's court. In the matter of proving the will of the real estate of John Van Rensselaer, deceased: Robert H. Van Rensselaer, of Claverack, in the county of Columbia, being duly sworn, deposeth and saith, that he is a descendant of deceased; that Jeremiah Van Rensselaer, Robert Van Rensselaer, Henry Van Rensselaer, James Van Rensselaer, and Catharine, wife of Philip Schuyler, were all of the children of said John Van Rensselaer, deceased, are now all deceased. That Jeremiah died previous to his father, leaving one child named John, who afterwards took *the* addition of I., who is now deceased, leaving four children, Jeremiah Van Rensselaer, the eldest, Cornelius G. Van Rensselaer, Glen Van Rensselaer, Catharine G., wife of one Manning Visscher, who are now living. That the children of Robert Van Rensselaer, the second son of said John above named, were John Van Rensselaer, who died without issue, Jacob R. Van

164 165 166 167 168

Rensselaer, who is now living, Henry Van Rensselaer, who is now living, James Van Rensselaer, who is also living, Jeremiah Van Rensselaer, who is dead, and who left Robert Van Rensselaer,
169 who is living in New York city, *and* a daughter who married Francis Granger, who is now dead; the said Robert Van Rensselaer, the said son of John Van Rensselaer, the deceased, also left three daughters, Alida, the eldest, who became the wife of Elisha Kane, who died, leaving three children, (viz:) Robert, who died without issue, John H. Kane, who is now living in Philadelphia, and Eliza Van Rensselaer Kane, who is now the wife of John Constable, of Schenectady; the second daughter was Catharine, who married John Schuyler, and who now lives in Jersey city, in
170 the State *of* New Jersey; and the third daughter was Angelica, who married Thomas Y. How, and is now dead, leaving three minor children. Henry Van Rensselaer, the third son of John Van Rensselaer, deceased, is dead, and left seven children, four sons and three daughters; John, the eldest son, is dead, and left one son, named Henry J. Van Rensselaer, now living in Hudson, and one daughter, Rachel Van Rensselaer, now living in Hudson; the second son of the said Henry is Volckert P. Van Rensselaer, and is now living in Butternuts, Otsego county; the third son of
171 the *said* Henry was named Jeremiah, and is now dead, leaving eight children, who are now living, (viz:) Alexander H., Peter and Rachel, living at Claverack, and Robert C., living in Hudson; Henry J., living at Seneca falls; Jeremiah J., living in New York city; and Christina, the wife of John Everts, who is now living in Hudson, and James, who is now in the State of Virginia. The fourth son of the said Henry is the deponent; the eldest daughter of the said Henry was named Angelica, and married Derrick Lane, and is now dead, leaving two children, Henry R.
172 Lane, who is now living in Troy, *and* Angelica R. D., the wife of John T. McCoun, who is also living in Troy; the second daughter of the said Henry is named Nancy, and is now living in Hudson; the third daughter of the said Henry was named Magdalen, and married William J. Burrough, and is now dead, leaving two children, (viz:) James Burrough, now living at Hudson, and Emma Anna Burrough, also living at Hudson. John Van Rensselaer, the fourth son of John Van Rensselaer, deceased, is dead, and left four children, (viz:) John, now living in New Jersey,
173 Angelica, *who* is now living with him; James and Philip L., who are living in the county of Albany. Catharine, the daughter of the said John Van Rensselaer, and the wife of Philip Schuyler, is also dead, and left eight children, (viz:) John B. Schuyler, who is now dead, leaving one son, named Philip, who lives at Saratoga; Philip J. Schuyler and Rensselaer Schuyler were the other sons of the said Catharine, and reside, Philip J. in New York city, and Rensselaer at Stillwater; the daughters of the said Catharine were five in number, (viz:) Margaret, who married Stephen Van

Rensselaer, and who died, leaving one son named Stephen Van 174
Rensselaer, jr., of Albany; Angelica, another daughter of the said
Catharine, married John B. Church, and died, leaving Philip
Church, who is now living at Angelica, in this State; John Church,
who is not in the State, and a daughter, who married Rudolph
Bunner, and is now living at Oswego; this deponent does not
know whether the said John B. Church had other children
or not; another daughter of the said Catharine married Washing-
ton Morton; she is now dead, but whether she left any children
this deponent cannot tell. The youngest daughter of the said 175
Catharine married James Cochran, and is now living at Oswego
in this State. The only remaining daughter of the said Catharine
married Alexander Hamilton, and lives in the city of New York.
This deponent further saith, that the above are the only descend-
ants of the said John Van Rensselaer, to the best of deponent's
recollection and belief; he also saith, they are all of full age, ex-
cepting the children of Francis Granger, Thomas Y. How and
Henry R. Lane, Peter Van Rensselaer and James Van Rensse-
laer. This deponent further *saith*, that he hath resided on Clav- 176
erack manor, as described in the will of John Van Rensselaer,
which is now exhibited to him, since he was a child; that he is
now fifty-four years of age, and that, from his earliest recollection,
John I. Van Rensselaer exercised acts of ownership over the said
manor, and continued so to do until the conveyance of Daniel
Penfield of his right, title, and interest; and that Daniel Penfield
came into possession of the said manor upon the execution of the
said conveyance, and exercised acts of ownership over *the* same, 177
until the execution of a conveyance of the same by the said Daniel
to John Watts; and he further saith, that possession of the said
John I. Van Rensselaer was in accordance with the will of the said
John, his grandfather.—R. Henry Van Rensselaer. Sworn this
29th June, 1833, before me, Philip Viele, surrogate. In the mat-
ter of proving the will of John Van Rensselaer. County of Rens-
selaer, ss. Philip Schuyler, being sworn, saith, that he is a grand-
son of General Philip Schuyler and Catharine Schuyler, the
daughter of John Van Rensselaer, and that *he* resides at Saratoga. 178
This deponent further saith, that Angelica Schuyler, the daugh-
ter of Philip Schuyler, who married John B. Church, is dead,
and left five children, (viz:) Philip, who lives at Angelica; John,
who resides at Paris; Richard, who lives at London; Elizabeth,
who married Rudolph Bunner, and who resides at Oswego; and
Catharine, who married Peter Cruger, and who resides out of this
State; he further saith, that Cornelia, the daughter of the said
Philip and Catharine Schuyler married Washington Morton, and
is now dead, leaving five children, (viz:) Alexander and Philip,
who are now out of this State; Catharine, who married Wm. 179
Hale, and now resides in Alabama; Cornelia, who married a per-
son, who also resides in Alabama—the said Cornelia afterwards

died there; and Regina, who married John Sturges, and who resides in this State. This deponent further saith, that he hath read the account given in the affidavit of Robert H. Van Rensselaer, of the descendant of Philip and Catharine Schuyler above named, and that the same is correct, to the best of his knowledge and belief, with the additions above set forth.—Ph. Schuyler. Sworn
180 *this* 2d day of July, 1833, before me, Philip Viele, surrogate. And whereas the said court being satisfied with the proof made in the premises, that due notice has been given according to law of the intention to prove the said will of the said deceased, pursuant to chapter sixth, title first, article first, part second of the Revised Statutes of the State of New York, it is ordered, on reading and filing the above affidavits, by the said court, that Jeremiah Van Rensselaer have leave to prove the said will of the said deceased; and it is further ordered, that the further proof of said
181 will be adjourned *to* the second day of July next, at ten o'clock in the forenoon of that day. Whereupon the said Jeremiah Van Rensselaer, by Joseph Blunt, his counsel, appeared in this court and presented the following affidavit, (to wit:) County of Rensselaer, ss. Joseph Blunt, being sworn, saith, that he appears, in the matter of proving the will of John Van Rensselaer, as counsel for Jeremiah Van Rensselaer; he further saith, that the testator appears by the probate of the will to have died more than fifty years
182 since, and that he hath inquired of all the contemporaries of *the* said testator, who were stated to him as the most likely to prove his handwriting, and that they all declare themselves unable to prove the same; he further saith, that he hath been informed that Egbert Benson will be able to prove the same, and that the said Egbert is now, and has been for several years, unable to leave his place of residence, which is at Jamaica, Long Island; he further saith, that it is possible that Elizabeth Hamilton may be able to prove the same, and that the said Elizabeth is a very aged woman, and resides in the city of New York.—J. Blunt. Sworn
183 this 2d day of July, 1833, before *me*, Philip Viele, surrogate.

Whereupon the said Jeremiah Van Rensselaer, by his counsel aforesaid, appeared at this court pursuant to adjournment, and prayed the further adjournment of this matter to the seventeenth day of July instant, at twelve o'clock at noon. Whereupon the party aforesaid, by his counsel aforesaid, appeared in this court on the last day aforesaid, and prayed for the further adjournment of this matter to the eighteenth day of July instant, at ten o'clock in
184 the forenoon of that day; and thereupon *the* said will was produced and shown to the said court.

County of Rensselaer, surrogate's court. In the matter of proving the will of the real estate of John Van Rensselaer, deceased: Killian R. Van Rensselaer, of the city of Albany, being duly sworn, deposeth and saith, that he was well acquainted with Walter V. Wemple, whose name appears to be subscribed to the last will and

testament of said John Van Rensselaer, deceased, as a witness thereunto, and has seen him write his name frequently; and deponent further saith, that the name of "W. V. Wemple," to said will subscribed, is, according to the best of the knowledge and belief of deponent, the proper handwriting of said Walter V. Wemple, deceased; and deponent further saith, that the daughter of Jeremiah Van Rensselaer, deceased, the son of Robert Van Rensselaer, deceased, married Charles H. Carroll; and deponent further saith, that he hath been informed and verily believes it to be true, that said Jeremiah Van Rensselaer had but two daughters, the wife of said Charles H. Carroll, and the wife of Francis Granger, who are both now deceased, having no children who are now of full age, as deponent has been informed *and* believes; and deponent further saith, that he spent a great part of his time when he was a boy in the dwelling of John Van Rensselaer, and was four years at Claverack upon the property described in the will before alluded to, as the real estate belonging to the said John at Claverack, and that the said John there exercised acts of ownership over the said property, which was then generally known as the Claverack manor, or the lower Rensselaer manor, and that the said John was generally reputed to be the owner thereof. This deponent further saith, that he removed from Claverack in 1791, and *that* upon the death of the said John, his grandson John J. Van Rensselaer entered upon the possession of the real estate at Claverack above mentioned, according to the provisions of the said will, and exercised acts of ownership over the same, until the removal of this deponent from Claverack; and further this deponent saith not. K. R. Rensselaer. Sworn the 29th day of June, 1833, before me, Philip Viele, surrogate. 183 186 718

County of Rensselaer, surrogate's court. In the matter of proving the will of the real estate of John *Van* Rensselaer, deceased: Isaac Denniston, of the city of Albany, being duly sworn, deposeth and saith, that he knew John Visscher, Robert Yates, and Cornelius Glen, whose names appear to be subscribed to the last will and testament, and codicil thereto, of John Van Rensselaer, deceased; the said will bearing date the twenty-fifth day of May, in the year of our Lord one thousand seven hundred and eighty two, and the said codicil bearing date the 29th day of July, in the year of our Lord one thousand seven hundred and eighty-two, and that they are now all deceased. That said John Visscher was *the* father-in-law of deponent; that deponent is well acquainted with the handwriting, and has seen him write his name, and deponent further saith, that the name of "John Visscher" to said will and codicil subscribed, is the proper handwriting of said John Visscher, deceased, according to the best of the knowledge and belief of deponent; and deponent further saith, that he was well acquainted with Robert Yates, former chief justice of the State of New York, 188 189

now deceased, whose name appears to be subscribed to the last will
190 and testament and codicil thereto of said John *Van* Rensselaer, deceased, and that deponent has seen him write his name frequently; and deponent further saith, that the name of "Robert Yates" to said will and codicil subscribed, is, according to the best of the knowledge and belief of the deponent, the proper handwriting of said Robert Yates, deceased, and further deponent saith not. Isaac Denniston. Sworn this 29th day of June, 1833, before me, Philip Viele, surrogate.

County of Rensselaer, surrogate's court. In the matter of prov-
191 ing the will of the real estate of John Van Rensselaer, deceased: Peter Edmond Elmendorf, of the city of Albany, being duly sworn, deposeth and saith, that he was well acquainted with Cornelius Glen, deceased, whose name purports to be subscribed to the codicil to the last will and testament of said John Van Rensselaer, deceased, and has frequently seen him write his name; and deponent further saith, that the name "Cornelius Glen" to said codicil subscribed, is, according to the best of the knowledge and belief of this deponent, the proper handwriting of said Cornelius Glen, deceased;
192 and deponent further saith, that he was *well* acquainted with John Visscher, and Robert Yates, former chief justice of the State of New York, both now deceased, whose names appear to be subscribed to the last will and testament and codicil thereto of said John Van Rensselaer, as witnesses thereto, and that the names "John Visscher" and "Robert Yates" to said will and codicil subscribed, are the proper handwriting of said John Visscher and Robert Yates, deceased; and further deponent saith not. Peter Edmond Elmendorf. Sworn this 29th day of June, 1833, before me, Philip Viele, surrogate.

193 Rensselaer county, surrogate's court. In *the* matter of proving the will and testament of John Van Rensselaer, deceased: Elizabeth Hamilton being sworn, says, she is the daughter of General Philip Schuyler, and the granddaughter of John Van Rensselaer, late of Greenbush; that the said John died in the year 1783, or thereabouts; that this deponent was well acquainted with his handwriting, and was in the habit of passing weeks in the house of the said John, during his life time, and was twenty-four or five years of age at the time of the death of the said John Van Rensselaer. This
194 deponent further saith, that she hath a perfect recollection of his handwriting, and that the will now shown to her, purporting to have been executed on the twenty-fifth day of May, 1782, and the codicil annexed thereto, bearing date the 29th day of July, 1782, are both subscribed in the proper handwriting of her grandfather, the said John Van Rensselaer. This deponent further saith, that she had frequent opportunities, while residing in the family of the said John, of becoming acquainted with his handwriting, and that she feels a perfect confidence of the signature above mentioned being
195 in his proper handwriting; and further deponent saith not. Eliza-

beth Hamilton. Sworn this eighteenth day of July, 1833, before me, Philip Viele, surrogate.

And hereupon it appearing to the said court that the said will of the said deceased, together with the codicil thereunto annexed, were duly executed according to law; and the said testator who executed the same was, at the times of making such execution, of full age, and sound mind and memory, and not under any restraint; it is therefore ordered by the said court that the said will and codicil, together with the probate thereof, be recorded, which said proof is hereinbefore recorded and contained, and *that* said 196
will and codicil so ordered to be recorded is as follows, to wit:—

"In the name of God, amen. I, John Van Rensselaer, esquire, of Greenbush, in the county of Albany, and State of New York, being weak in body, but of sound mind, memory, and understanding, praised be God for the same, and considering the uncertainty of this transitory life, do make my last will and testament in manner following: First and principally, I commend my soul to God, hoping for His mercy through the merits of Christ Jesus, my Lord and Redeemer, and directing my body to be buried in the family burial place, *at* Greenbush, at such an expense 197
and in such a manner as my executors may think fit. As to my estate, I dispose thereof in the following manner: Imprimis—all that part of my lands at Claverack, parcel of the lands conveyed to my father by my uncle Killian Van Rensselaer, or otherwise howsoever acquired, comprehended within the tract hereinafter described, I separate from the rest, to the intent to entail the same to wit: Beginning by a small creek, called Wahankasick, upon Hudson's river, where the same creek enters in or empties itself into *the* said river, and so northerly up along the said river to the 198
mouth of Major Abraham's, or Kinderhook creek; from thence east into the woods ten miles; thence southerly as far as my right goes; and from thence to Wahankasick, the place of beginning aforesaid, keeping the same breadth in front along the river as in the rear into the woods. All my estate, within the said limits and bounds so described, I devise unto Richard Morris and Volkert P. Douw, esquires, and their heirs, for and during the life of my grandson, John Van Rensselaer, the son of my deceased son, Jeremiah Van Rensselaer, to the intent to support *the* contingent 199
remainders in this my will, after limited so that the same may not be destroyed—but in trust, nevertheless, to permit and suffer him to receive the rents and profits to and for his own use during his natural life; and from and after his decease, I devise the same to the first son of the body of the said John, lawfully issuing, born or unborn, and to the heirs male of the body of such first son lawfully issuing; and for default of such issue, then likewise to the second, third, and every other son of the said John successively, and in remainder, the one after the other, as they shall be in seniority *and* priority of birth, and the several and respective 200

heirs male of the body and bodies of every such first, second, and third, and other son or sons; the eldest of such sons, and the heirs male of his body, being always preferred, and to take before any of the younger sons, and the heirs male of his body—and in case of all such issue male failing, and that my said grandson shall have a daughter, or daughters, at his death, I devise the same lands to the said Richard Morris and Volkert P. Douw, the executors and assigns, for the term of ninety-nine years thence next en-
201 suing, without impeachment of waste, in trust *for* raising, by way of lease, mortgage, or other disposal of the premises, or any part thereof, in case of one daughter only, the sum of one thousand pounds, for such daughter; but if two or more daughters, the sum of fifteen hundred pounds for such daughters, to be equally divided between them, payable to them respectively, at her or their respective ages of twenty-one years, or marriage or marriages, whichsoever shall first happen, for her and their respective portion or portions; and if any such daughter or daughters shall
202 happen to *die* before full age or marriage, then the survivor or survivors shall have the share or shares of her or them so dying; and if all of them shall happen to die before full age or marriage, then the said sums, or either of them, shall not be raised—but if raised, shall be paid to him to whom the freehold in the premises, as hereinafter mentioned, shall be in trust for; and in case the said John shall have no son or daughter at the time of his death, (born or unborn, of his body, lawfully begotten, or if he shall have left a daughter or daughters, and either of the said sums
203 shall be raised, paid, and satisfied, then *the* said term of ninety-nine years shall be void to all intents and purposes whatsoever; and then I give and devise the premises to the said Richard Morris and Volkert P. Douw, esquires, and to their heirs, for and during the life of my son Robert Van Rensselaer, to support the contingent remainders hereinafter mentioned; but in trust, nevertheless, to permit him to receive the rents and profits thereof during his life; and from and after his decease, then I devise the same premises to the first son of the body of the said Robert, lawfully
204 issuing, whether born or unborn, and *to* the heirs male of the body of such first son, lawfully issuing; and for default of such issue, then likewise to the second and third, and every other son of the said Robert, successively and in remainder, the one after the other, according to their seniority; and the several and respective heirs male, lawfully issuing, of the body and bodies of every such second and third, and every other son and sons, the eldest of such son and sons, and heirs male of his body, lawfully issuing, being always preferred and to take before any of the younger sons, and
205 the heirs male of his body; and upon the failing *of* such issue male of my son Robert, my meaning is to carry the entail in like manner to my son Henry, and his issue male, as though I had here repeated all the words of the last clause in favor of my son Robert,

or had need any other words necessary in the law to vest the entail in my said son Robert, and his issue male; and upon the failing of such issue male of my son Henry, my meaning is to carry the entail in like manner to my son James and his issue male, in like manner; and upon the failing of such issue male of my son James, my meaning is to carry the entail to my daughter Catharine Schuyler, and her issue male, in like manner. Secondly: 206
Notwithstanding the above devises in tail, my meaning is, that the several possessors of the freehold in the estate above devised, together with my other tenements, from time to time shall annually pay to my wife, during her widowhood, the sum of two hundred and fifty pounds, in quarterly payments—the first payment to be made within six weeks after my decease, and the second at the expiration of six months, and then every other payment quarterly, so long as she shall remain my widow; and if there *be* a default 207
of payment, I authorize her, as often as such default shall be made, to enter into the lands so entailed, and the other tenanted lands, and to hold the same till she shall have received the arrears due to her, with interest thereon at seven per cent., and no longer; and this bequest is to be in lieu of her whole right of dower to any part of my estate. Thirdly: I give and bequeath to my said wife all her wearing apparel, and one negro wench, which she may choose out of the whole, and a negro boy Robb., a chariot and a pair of horses and harnesses suitable for the same; also a bedstead, *with* a 208
set of curtains, with the usual appurtenances thereto belonging, to complete the same; and also all such household furniture and effects which she brought into my family at the time of her intermarriage or afterwards, as also the liberty, during her widowhood, of living at my house at Greenbush. Fourthly: I give and devise unto my son James Van Rensselaer, his heirs and assigns, my house and lot of ground situate in the First ward of the city of Albany, to have and to hold to him and to *his* heirs and assigns for- 209
ever; and my will is that my executors hereinafter named, shall, out of my personal estate, build for his use, on the old stand, a new brick house, two stories high. Fifthly: All the rest of my real estate I give and devise unto my sons Robert, Henry, and James, and to my daughter Catharine Schuyler, and to their respective heirs and assigns forever, to be equally divided between them as tenants in common. Sixthly: Inasmuch as I have given each of my children a negro, I give and bequeath unto my son James my negro Lewis, and I give *and* bequeath unto my aforesaid grand- 210
son John, the son of Jeremiah Van Rensselaer, my negro named Saratoga Jack, in the room of Tea, which I had given to his father, upon whose death Tea was returned to me again. I also give and bequeath to my said grandson all the farmer's utensils belonging to my farm at Greenbush. Seventhly: All the rest, residue, and remainder of my personal estate, whatsoever and wheresoever, one sixth part of all my linen excepted, which I

hereby give to my said wife, I give and bequeath to my aforesaid
211 four children and to my said grandson, equally to be divided amongst them, share and share alike. Lastly: I do hereby revoke all former wills and testaments, by me at any time heretofore made, declaring this to be my last will and testament; and I do hereby appoint my said sons, Robert, Henry, and James, and my daughter Catharine, and my said grandson John, executors of this my last will and testament; and I empower the majority of such of them as shall be living at my decease, according to their discretion, and the majority of the survivors of them, to execute any
212 deed or deeds, instrument or instruments, whatsoever, or to do any act whatsoever, necessary or expedient for the settlement of any dispute that may in any manner affect the lands hereinbefore devised to my said grandson, and hereby entailed, in such manner and by such devices as they may think proper; and that their deeds and acts in any parts of the lands so hereby entailed as aforesaid, shall be as binding as if no other person but themselves were interested under me in the same lands, and bind all others interested in any part of the lands so hereby entailed as aforesaid. In witness whereof I have hereunto set my hand and seal, this twenty-fifth day of May, in the year of our Lord one thousand seven hundred and eighty-two."

JOHN VAN RENSSELAER. [L. S.]

Signed, sealed, published, and declared by the said John Van Rensselaer, the testator, as and for his last will and testament, in the presence of us, who subscribed our names as witnesses thereto in the testator's presence and of each other.

JOHN VISSCHER,
W. V. WEMPLE,
ROBERT YATES.

"I, the within named John Van Rensselaer, esquire, of Greenbush, in the county of Albany, and State of New York, do make
214 this present codicil, which I order and direct shall be taken as and for part of my foregoing last will and testament, and which will, and as to all and every the uses, limitations, trusts, gifts, conditions, legacies, bequests, directions, and appointments, therein mentioned, devised, given, and contained, of and concerning my real and personal estate therein mentioned, I do by this my codicil establish, ratify, and confirm, save and except such devises, uses, dispositions, and bequests, therein mentioned, as are by me hereinafter revoked and made void. Whereas my real estate at Green-
215 bush, extending along Hudson's River, from Janoom's Pat to Jacob Engle's Pat, and extending the whole breadth easterly, back into the woods one English mile, and my island opposite the same, together with all the buildings and appurtenances thereunto belonging, was, at the time of making my said last will and testament, by

me held and enjoyed, as a tenant entail; and therefore I could not then make any disposition thereof, which tenure is since abolished by an act of the legislature of this State: Now, I hereby give and devise all that my said real estate at Greenbush aforesaid, as above mentioned and described, *with* the appurtenances, as also the island 216
opposite the same, unto my grandson John Van Rensselaer, the son of my deceased son Jeremiah Van Rensselaer, to have and to hold the same with the appurtenances, unto my said grandson, John Van Rensselaer, for and during the term of his natural life; and from and after his decease, I give and devise the same, with the appurtenances, unto the heirs of my said grandson John Van Rensselaer, and to his, her, and their heirs, for ever. *Item.* My will is that my slaves, respectively, shall have liberty and permission of choosing their masters; and *my* children or grandchildren, 217
with whom such slave or slaves shall choose to live, shall pay for the same an appraised value to my other children or grandchildren, after deducting therefrom one fifth part of such appraisement. In witness whereof I, the said John Van Rensselaer, have to this codicil put my hand and seal, this twenty-ninth day of July, one thousand seven hundred and eighty-two."

JOHN VAN RENSSELAER. [L. S.]

Signed, sealed, delivered, and published, and declared, by the said John Van Rensselaer, as *a* codicil to his foregoing last will 218
and testament, in the presence of us, who have subscribed our names as witnesses in the testator's presence, and of each other.

JOHN VISSCHER,
CORNS. GLEN,
ROBERT YATES.

COUNTY OF RENSSELAER, *ss.*

I certify the above to be a true record of the last will and testament, and codicil thereunto, of the real estate of John Van Rensselaer, deceased, together with the proof thereof.

PHILIP VIELE, *Surrogate.* 219

In testimony whereof I, the said surrogate, have hereunto subscribed my name, and affixed the seal of my office, at
[L. S.] the city of Troy, in the county aforesaid, this 21st day of November, A. D. 1833.

PHILIP VIELE, *Surrogate.*

I stipulate to admit the original exemplifications, of which the foregoing is a copy, as evidence in the above entitled cause.

A. L. JORDAN, *Solr. for Defts.*

October 31, 1842.

Circuit court of the United States, second circuit, southern district of New York. In equity.

JEREMIAH VAN RENSSELAER,
vs.
PHILIP KEARNEY and Frederic De Peyster, trustees and executors of the last will and testament of John Watts, deceased, and Philip Kearney, junior, Alexander S. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster.

220 We, the undersigned, solicitors for the respective parties, do hereby stipulate to admit as evidence in the above entitled cause, (but subject to all legal objections to the competency or admissibility of the same,) the following papers and documents:

First.—A copy of articles of agreement, executed by and between John J. Van Rensselaer, of Greenbush, and Daniel Penfield, of the city of New York, bearing date the fourth day of November, A. D. 1794, which copy is herewith annexed, marked A.

A.

ARTICLES OF AGREEMENT, had, made, entered into, and finally concluded upon this fourth day of November, in the year of our
221 Lord one thousand seven hundred and ninety-four, by *and* between John J. Van Rensselaer, of Greenbush, in the county of Rensselaer, of the one part, and Daniel Penfield, of the city of New York, of the other part, witnesseth: Imprimis, the said John J. Van Rensselaer, for himself, his heirs, executors and administrators, doth covenant, grant, and agree, to and with the said Daniel Penfield, his heirs, executors and administrators, that he, the said John J. Van Rensselaer, together with Catherine, his wife, shall and will, within the term of three months from the date hereof, by a good and sufficient deed and conveyance in
222 the law, *such* as by the counsel of the said Daniel Penfield, his heirs or assigns, shall be reasonably advised, devised, or required, and that free and clear, and freely acquitted and discharged of and from all incumbrances and charges, other than leases heretofore given by the said John J. Van Rensselaer and his ancestors, assign, release, convey, assure, bargain, sell, grant, and confirm, unto the said Daniel Penfield, his heirs and assigns forever, all the right, title, interest, property, claim and demand, either in possession, reversion or remainder, of him, the said John J. Van
223 Rensselaer and Catherine, his wife, of, in, *or* to all that tract and parcel of land, situate, lying, and being in the town of Claverack, and city of Hudson, and county of Columbia, and included within the boundaries following, to wit, that is to say: Beginning

at the mouth of Major Abraham's, or Kinderhook creek; thence running south eighty-four degrees and thirty-eight minutes east, ten miles; thence running south forty degrees west, as far as the right of John Van Rensselaer, the grandfather of the said John J. Van Rensselaer, extended; from thence to Wahankasick; and thence up Hudson river to the place of beginning; together with all and 224
singular the waters, water-courses, and streams of water, profits, advantages, hereditaments and appurtenances whatsoever thereunto appertaining and belonging, or which have been considered and used, or now are used and occupied as part and parcel thereof, in as full and ample a manner as the said John J. Van Rensselaer now hath and enjoyeth the same, and in as full and ample a manner as the same have heretofore been had and enjoyed by the said John J. Van Rensselaer, or lawfully may be had, used, occupied, possessed and enjoyed by him, his heirs or assigns: To have and 225
to hold the same unto the said Daniel Penfield, his heirs and assigns forever, excepting, reserving, and saving thereout all the land included within the foregoing and above described boundaries, which have been heretofore granted by letters patent, prior to the grants, patents, and confirmations under which the right and title of the said John J. Van Rensselaer is derived; excepting also all the lands sold or granted otherwise than by lease, by the late John Van Rensselaer, deceased, and the aforesaid John J. Van Rensselaer; and also all the lands granted by lease from the said John Van 226
Rensselaer, deceased, to Robert Van Rensselaer, situate, lying, and being in the said town of Claverack, in the county of Columbia; and excepting also the quantity of fifty acres of woodland, to be granted by the said Daniel Penfield to Henry J. Van Rensselaer, and situate within the boundaries before mentioned and described, and to be by them agreed on, and excepting also all that tract of land situate in the city of Hudson, and town of Claverack, formerly devised by Hendrick Van Rensselaer to Henry Van Rensselaer, deceased; and excepting also the farm of land in possession of the representatives of Eytie Moore, deceased, and by 227
the said John J. Van Rensselaer conveyed to John Van Rensselaer; which said deed shall be duly acknowledged by the said John J. Van Rensselaer and Catharine, his wife, pursuant to the act in such case made and provided, before one of the justices of the supreme court of this State, or one of the masters of chancery thereof. And the said Daniel Penfield, for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said John J. Van Rensselaer, his executors and administrators, that on receiving the aforesaid conveyances in manner and form aforesaid covenanted to be given 228
and executed by the said John J. Van Rensselaer, he, the said Daniel Penfield, shall and will pay, or secure to be paid, to the said John J. Van Rensselaer, (or for his benefit and use,) his ex-

ecutors or administrators, the sum of eighteen thousand pounds of lawful money of the State of New York, or a greater or less sum, upon the condition, and in the manner and form, hereinafter expressed and mentioned, that is to say: that if, upon a survey to be
229 made of the aforesaid premises in *the* manner mentioned, there shall be and remain the full quantity of thirty-four thousand acres of land, over and above the several tracts of land hereinbefore reserved and excepted, that then the said sum of eighteen thousand pounds shall be the sum which the said Daniel Penfield shall pay, or secure to be paid, to the said John J. Van Rensselaer, in consideration of the conveyance so to be by him made and executed as aforesaid; but in case the said quantity of land, upon such survey as aforesaid, contained within the limits and boundaries aforesaid,
230 should happen to be less than the before mentioned quantity of thirty-four thousand acres, then in such case there shall be an abatement from the said eighteen thousand pounds, in the proportion that the said lands shall fall short of the quantity of thirty-four thousand acres. But in case the quantity of land contained within the limits and boundaries aforesaid, upon such survey, should happen to exceed the quantity of thirty-four thousand acres of land, then and in such case there shall be paid, or secured to be paid, by the said Daniel Penfield, in the manner hereinafter mentioned, over and above the sum of eighteen thousand pounds, an additional sum, the proportion that the said lands ex-
231 ceed *the* quantity of thirty-four thousand acres; and in order to ascertain the exact quantity of acres contained within the boundaries aforesaid, (except as above excepted,) the said John J. Van Rensselaer doth hereby, for himself, his heirs, executors and administrators, further covenant, to and with the said Daniel Penfield, his heirs, executors and administrators, at his own expense, forthwith to be, or cause to be, made a survey of such part of the premises aforesaid, from which the quantity can be accurately determined, which survey shall be performed by a surveyor, to
232 be mutually agreed upon between the said John J. *Van* Rensselaer and the said Daniel Penfield, and who shall be sworn before a magistrate faithfully and impartially to perform the same. And the said Daniel Penfield doth, for himself, his heirs, executors and administrators, further covenant and agree, to and with the said John J. Van Rensselaer, his executors and administrators, on the execution of the conveyance and deed aforesaid by the said John J. Van Rensselaer, in manner aforesaid to be given, out of the consideration money so as aforesaid to be given and paid by the said Daniel Penfield for the lands aforesaid, to discharge and sat-
233 isfy two certain mortgages given by *the* said John J. Van Rensselaer, to Philip Schuyler, esquire, upon the premises aforesaid, and other lands of the said John J. Van Rensselaer, for the sum of three thousand one hundred pounds each, bearing date the eleventh day of August, one thousand seven hundred and ninety-

sler, together with all the interest then due thereon; and shall and will also pay and satisfy to John Lansing, junior, esquire, such sum as shall appear to be due to him, on a judgment in the supreme court of this State, against the said John J. Van Rensselaer. 234

And the said Daniel Penfield doth further agree, after deducting the amount of the said sums so to be paid by him to remove the incumbrances aforesaid, to secure to be paid to the said John J. Van Rensselaer, by way of mortgage, to be given upon the principles aforesaid, such sum as shall be ascertained to be due to him upon the principles and in the manner hereinbefore agreed upon, at the times and periods hereinafter mentioned, that is to say, such sums shall be payable at four equal annual instalments; the first thereof on the first day of January, one thousand seven 235 hundred and ninety-six, and the three remaining instalments on the first days of January in the three succeeding years thereafter, with legal interest thereon from the first day of January now ensuing. And the said Daniel Penfield, for himself, his heirs, executors and administrators, doth further covenant and agree, to and with the said John J. Van Rensselaer, his executors and administrators, that he, the said Daniel Penfield, shall and will execute leases, upon the terms, conditions, and provisions that the said John J. Van Rensselaer hath heretofore usually done, to the fol- 236 lowing persons, to wit: Jacob and John Anderson, for one hundred and twenty acres of land, now in their possession; and to John Louks, for thirty acres of land now or late in his possession; and to Claudius Delamater, Hendrick Decker, Adam Emerigh, Jacob P. Herder, Johannis and Jeremiah Johannis Miller, Jacob Sharp, Michael Horton, John J. Ten Broeck, Wm. Wood, Jacob Skinkle, and to Dorek, Joachim and Nicholas Van De Kar, such parcels of land as shall be agreed upon between the said Daniel Penfield and the said persons respectively.

And the said John J. Van Rensselaer, for himself, his heirs, 237 executors and administrators, doth further covenant and agree, to and with the said Daniel Penfield, his executors and administrators, to permit and suffer the said Daniel Penfield to use the name of the said John J. Van Rensselaer in and about the prosecution of any suit at law or ejectment that may be brought for the recovery of any part of the said premises, and also to proceed in the name of the said John J. Van Rensselaer on any judgment in ejectment already recovered by the said John J. Van Rensselaer for any part of the said premises so to be conveyed as afore- 238 said, to final execution, saving harmless the said John J. Van Rensselaer, his executors and administrators, of and from all costs and charges to be incurred in consequence thereof. And the said John J. Van Rensselaer doth further agree and covenant, to and with the said Daniel Penfield, to pay to him all such rent as may grow due from all or any part of the premises so to be

conveyed as aforesaid, and as may be recovered by the said John Van Rensselaer from any tenants thereon, from the first day
239 of November now instant; *the* said Daniel Penfield being at a proportionate rate of the expenses and charges in and about the collection thereof. And the said John J. Van Rensselaer doth further covenant and agree, to and with the said Daniel Penfield, to permit the said Daniel Penfield, or his attorneys or counsel, to take copies of all deeds, wills, grants and patents now in possession or power of the said John J. Van Rensselaer relating to the premises aforesaid; and also shall and will furnish the said Daniel Penfield, his heirs and assigns, with the originals thereof,
240 whenever the same may be necessary to vindicate *any* claim or right in or to the premises aforesaid, and will also deliver to the said Daniel Penfield, on the execution of the deed and conveyance aforesaid, all leases now in the hands or power of the said John J. Van Rensselaer, for or respecting any part of the premises to be granted and conveyed as aforesaid to said Daniel Penfield; which leases, however, shall be furnished to the said John J. Van Rensselaer whenever necessary for the recovery of any rents now due to the said John J. Van Rensselaer; for the true, faithful, and full performance of all and singular the agreements and covenants afore-
241 said, the said parties *bind* themselves each to the other, their respective heirs, executors, and administrators, firmly by these presents. In witness whereof they have hereunto set their hands and seals, the day and year first above written.

(Signed) JOHN J. VAN RENSSELAER, [L. S.]
(Signed) DANIEL PENFIELD. [L. S.]

Sealed and delivered in presence of—
AMBROSE SPENCER,
E. WILLIAMS.

Second.—The exemplified copy of a certain deed executed by the said John J. Van Rensselaer and Catharine, his wife, to the said Daniel Penfield, in pursuance of the foregoing articles, bearing date the first day of January, A. D. 1795. Recorded in the
242 office of the Secretary of State, in the book of deeds, *No.* 28, page, 37, &c., marked B.

B.

THIS INDENTURE, made the first day of January, in the year one thousand seven hundred and ninety-five, between John J. Van Rensselaer, of the county of Rensselaer, and State of New York, esquire, and Catharine, his wife, of the one part, and Daniel Penfield, of the city of New York, esquire, of the other part: Whereas certain articles of agreement, indented, were made and executed by and between the said John J. Van Rensselaer of the one part, and the said Daniel Penfield of the other part, bearing date

the fourth day of November last past, in the words following, to 243
wit: Imprimis, the said John J. Van Rensselaer, for himself, his
heirs, executors, and administrators, doth covenant, grant, and
agree, to and with the said Daniel Penfield, his heirs, executors,
and administrators, that he, the said John J. Van Rensselaer, to-
gether with Catharine, his wife, within the term of three months
from the date hereof, by a good and sufficient deed and convey-
ance in the law, such as by the counsel of the said Daniel Pen-
field, his heirs or assigns, shall be reasonably advised, devised, or
required, and that free and clear, and freely acquitted and discharg-
ed of and from all encumbrances and charges other than leases 244
heretofore given by the said John J. Van Rensselaer and his ances-
tors, assign, release, convey, assure, bargain, sell, grant, and con-
firm, unto the said Daniel Penfield, his heirs and assigns for ever,
all the right, title, interest, property, claim, and demand, either in
possession, reversion, or remainder, of him, the said John J. Van
Rensselaer and Catharine, his wife, of, in, or to all that tract and
parcel of land, situate, lying, and being in the town of Claverack,
and city of Hudson, in the county of Columbia, and included
within the boundaries following, to wit, *that* is to say: Beginning 245
at the mouth of Major Abraham's or Kinderhook creek; thence
running south eighty-four degrees and thirty-eight minutes east,
ten miles; thence running south forty degrees west, as far as the
right of John Van Rensselaer, the grandfather of the said John J.
Van Rensselaer, extended; from thence to Wabankasick; and
thence up Hudson river to the place of beginning; together
with all and singular the waters, water-courses, and streams of wa-
ter, profits, advantages, hereditaments and appurtenances what-
soever thereunto appertaining or belonging, and which have been
considered and used, or now *are* used and occupied, as part and 246
parcel thereof, in as full and ample a manner as the said John J.
Van Rensselaer now hath and enjoyeth the same, and in as full
and ample a manner as the same have heretofore been had and
enjoyed by the said John J. Van Rensselaer, or lawfully may be
had, used, occupied, possessed, and enjoyed by him, his heirs or
assigns: To have and to hold the same unto the said Daniel Pen-
field, his heirs and assigns forever, excepting, reserving, and sav-
ing thereout all the land included within the foregoing and above
described boundaries, which have been heretofore granted by let-
ters patent prior *to* the grants, patents, and confirmations under 247
which the right and title of the said John J. Van Rensselaer is
derived; excepting also all lands sold or granted otherwise than
by lease by the late John Van Rensselaer, deceased, and the afore-
said John J. Van Rensselaer, and all the lands granted by lease
from the said John Van Rensselaer, deceased, to Robert Van
Rensselaer, situate, lying, and being in the said town of Clave-
rack, in the county of Columbia; and excepting also the quan-
tity of fifty acres of woodland, to be granted by the said Daniel

Penfield to Henry J. Van Rensselaer, and situate within
248 the boundaries before mentioned *and* described, and to be by them agreed on; and excepting, also, all that tract of land situate in the city of Hudson, and town of Claverack, formerly devised by Hendrick Van Rensselaer to Henry Van Rensselaer, deceased; and excepting, also, the farm of land in possession of the representatives of Eytie Moore, deceased, and by the said John J. Van Rensselaer conveyed to John Van Rensselaer, which said deed shall be duly acknowledged by the said John J. Van Rensselaer and Catharine, his wife, pursuant to the act in such case made and provided, as in and by the said articles of agree-
249 ment, relation being thereunto especially had, *may* among other things more fully appear.

Now, therefore, this indenture witnesseth, that the said John J. Van Rensselaer and Catharine, his wife, for and in consideration of the sum of forty-four thousand five hundred and fifty dollars to them in hand paid, the receipt whereof they do hereby acknowledge, and therefrom release and discharge the said Daniel Penfield, his heirs and assigns, have granted, bargained, sold, aliened, enfeoffed, assured, released, and confirmed, and by these presents
250 do grant, bargain sell, alien, enfeoff, *assure*, release, and confirm, unto the said Daniel Penfield, (in his actual possession now being, by virtue of a bargain and sale to him thereof made for one whole year by the said John J. Van Rensselaer, by indenture bearing date the day next before the day of the date of these presents, and by force of the statute for transferring uses into possession,) and to his heirs and assigns forever, all and singular the aforesaid tract of land above described, lying and being in the town of Claverack and city of Hudson, and so butted and bounded as is above particularly mentioned, together with all and
251 singular the waters, water-courses, *and* streams of water, profits, advantages, hereditaments and appurtenances whatsoever thereto appertaining and belonging, or which have been considered and used, or now are used and occupied, as part and parcel thereof, excepting, reserving, and saving thereout all the land included within the foregoing and above described boundaries, which are excepted, saved, and reserved in the said in part recited articles of agreement; which said tract of land, after deducting the said exceptions, reservations, and savings, contains the quantity of thirty-three thousand six hundred and fifty-eight acres of land, and
252 *the* reversion and reversions, remainder and remainders, rents, issues, services, and profits thereof, and also all leases of and concerning any part or parts of the said granted premises; and also all the estate, right, title, interest, property, possession, claim and demand of them, the said John J. Van Rensselaer and Catharine, his wife, of, in, and to the same: To have and to hold the said tract of land so described, and so butted and bounded as above recited, excepting, saving, and reserving as are above particularly

excepted, saved, and reserved, unto the said Daniel Penfield, his heirs and assigns, to the only proper use and behoof of the said Daniel Penfield, *his* heirs and assigns forever, in as full and ample 253
a manner as the said John J. Van Rensselaer now hath and enjoyeth the same, and in as full and ample a manner as the same hath heretofore been had and enjoyed by the said John J. Van Rensselaer, or lawfully might if these presents were not made, be had, used, occupied, possessed and enjoyed by him, his heirs or assigns. And the said John J. Van Rensselaer, for himself, his heirs, executors and administrators, doth covenant, grant, and agree, to and with the said Daniel Penfield, his heirs and assigns, in manner following, that is to say: that the said *tract* of land described, 254
butted and bounded as aforesaid, excepting, saving, and reserving, as above are excepted, saved, and reserved, is free and clear, and shall and may be held and enjoyed by the said Daniel Penfield, his heirs and assigns, according to the true intent and meaning of these presents, freely and clearly acquitted and discharged of and from all encumbrances and charges, other than leases heretofore given by the said John J. Van Rensselaer and his ancestors, or any of them, and except a certain mortgage upon the premises executed by the said John J. Van Rensselaer to Philip Schuyler, esquire, dated the eleventh *day* of August, one thousand seven 255
hundred and ninety-one, to secure the payment of three thousand one hundred pounds.

In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

JOHN J. VAN RENSSELAER, [L. S.]
CATHARINE VAN RENSSELAER. [L. S.]

Sealed and delivered in presence of—
W. Case,
Egbert Benson.

State of New York, ss.

Be it remembered, that on the fourth day of April, in the year of our Lord *one* thousand seven hundred and ninety-five, before 256
me, Egbert Benson, one of the justices of the supreme court of judicature of the people of the State of New York, personally came and appeared John J. Van Rensselaer and Catharine, his wife, the grantors within named, who severally acknowledged that they respectively executed the within deed, by signing, sealing, and delivering the same as and for their respective acts and deeds, for the uses and purposes therein mentioned; and the said Catharine being by me privately examined, apart from her said husband, confessed that she executed the within deed freely, without any *fear* or compul- 257
sion of her husband; and I having examined the same, and finding no material erasures or interlineations therein, do allow the same to be recorded. EGBERT BENSON.

The preceding instrument was recorded for Daniel Penfield, therein named, and agrees with the original, (word *eighth*, at 12th line, page 38, interlined.) Compared therewith the 25th of April, 1795, by me,

LEWIS A. SCOTT,
Secretary.

STATE OF NEW YORK,
Secretary's office.

I have compared the preceding with a certain indenture, as of
258 record in this office, in *book* of deeds, No. 28, page 37, &c., and do certify that the same is a correct transcript therefrom, and of the whole of said indenture.

Given under my hand and the seal of this office, at the city of Albany, this fourteenth day of May, in the year of our [L. S.] Lord one thousand eight hundred and thirty-three.

ARCHIBALD CAMPBELL,
Deputy Secretary.

Third.—A certain deed executed by the said Daniel Penfield, and Mary, his wife, to John Watts, of the city of New York, bearing date the 15th day of October, A. D. 1806, marked C. C. (Vide page 68.)

Fourth.—That the rents, lands, and premises mentioned and
259 described in the same articles and deeds, *are* the same lands and premises, or parts and parcels thereof, devised by John Van Rensselaer, to trustees for his grandson, John Van Rensselaer, (commonly called John J. Van Rensselaer,) in and by his last will and testament, and codicil thereto, set forth in the pleadings in this cause.

Fifth.—That, at the time of the execution of the said deed from the said Penfield and wife to the said John Watts, much the largest proportion of the said tract of land was held under leases, executed by Hendric Van Rensselaer and John Van Rensselaer,
260 the ancestors of *the* said John J. Van Rensselaer, and a considerable proportion under leases executed by the said John Van Rensselaer and Daniel Penfield, all of which leases, executed by the said Hendric Van Rensselaer, John J. Van Rensselaer, and Daniel Penfield, with the exception of some leases for the life of the respective lessees, and a portion of those executed by the said John J. Van Rensselaer and Daniel Penfield, were leases in fee simple, reserving annual rents, in fee simple, some in money, some in tenths of the produce, some in wheat, and some in a certain amount of team work.

261 *Sixth.*—Exemplified or duly certified copies *of* the mortgages given by John J. Van Rensselaer to Philip Schuyler, mentioned in the aforesaid agreement between John J. Van Rensselaer and

Daniel Penfield, and of the mortgage, executed by the said Daniel Penfield to the said John J. Van Rensselaer, in pursuance of the said agreement, and of all assignments of the same.

Seventh.—The last will and testament of John Watts, deceased.

And we do also stipulate to admit as aforesaid, that the said John J. Van Rensselaer had a first born son, named John Van Rensselaer, who was born in the year 1791, and died without issue in the year one thousand eight hundred *and* thirteen, and 262
that the said John J. Van Rensselaer died the 26th of September, 1828.

(Signed) J. BLUNT,
Solicitor for complainant.
A. L. JORDAN,
Solicitor for defendants.

Circuit court of the United States, for the southern district of New York, second circuit.—In equity.

JEREMIAH VAN RENSSELAER, complainant,
vs.
PHILIP KEARNEY and others, defendant.

CITY AND COUNTY OF ALBANY,
Northern district of New York, ss.

Killian K. Van Rensselaer, being sworn, saith, he is seventy-six years of age, and is a resident of the city of Albany, and has been a resident of Rensselaer manors, *or* the city of Albany, his 263
whole life. Knew John Van Rensselaer, the proprietor of the manor of Claverack; he was deponent's uncle, being his father's elder brother; deponent was often at his house and spent much time there, his father living in the neighborhood until deponent was twenty-one years old. Deponent knew the different members of the family of John Van Rensselaer aforesaid, and knows the family history and genealogy. Deponent always understood that said John had a son Jeremiah; he was the eldest son, and was not known to deponent; he died *when* deponent was quite 264
young. The late John J. Van Rensselaer, of Greenbush, was well known to deponent; he was brought up with deponent; they went to school together, and deponent knew him well until his death. Said John J. was a son of Jeremiah Van Rensselaer, the said eldest son of the aforesaid John. Said John J. was brought up by the said John, his grandfather. Said John had three sons besides Jeremiah, and one daughter, to wit: Robert, Henry, James, and Catharine, who married General Philip Schuyler. The said John *Van* Rensselaer died about the year 1782 or 265
1783; his children were all living at the time of his death, except Jeremiah. The said John Van Rensselaer was the lord or proprietor of the manor of Claverack, otherwise known as the lower man-

or of Rensselaer, which he owned in fee, and kept an office at the manor house at Greenbush, where the tenants used to come to pay rent. John J. Van Rensselaer, his grandson, succeeded the said John in the ownership of said manor, that is, he took possession of the manor house at Greenbush, and the farm upon which
266 it stands, consisting of several *hundred* acres. In 1786, or about that time, said John J. moved to Claverack, and deponent moved there also, and opened a law office. Said John J. had an office at Claverack, for the purpose of receiving rents, and an agent to collect rents from the tenants of the manor. He took the entire control and possession of the portion of the manor given him by the will of his grandfather, and there was never any dispute about it to the knowledge of this deponent. Said John J. continued to act, as the owner of all that part of said manor, until the sale of
267 the same to Daniel Penfield; deponent cannot recollect when *that* sale was, except that it was after deponent left Claverack, which was in 1791. And deponent afterwards understood, that the portion of the manor which was sold to Penfield was by Penfield sold to John Watts. John J. Van Rensselaer had five children, to wit: John, the eldest; Jeremiah was the next eldest son; Cornelius and Glen, and Catharine G., who afterwards married Nanning J. Visscher. They were all living at the time of the death of John J. Van Rensselaer, their father, except John, who enlisted as a common soldier in the late war with England, and died at Buffalo,
268 as deponent was informed and believes; *but* cannot recollect in what year he died. He was never married, as deponent always understood. Deponent attended the funeral of said John J. Van Rensselaer. He died many years since; his wife died before he did. Jeremiah was the eldest son of the said John J., living at the time of his death.

(Signed,) K. K. VAN RENSSELAER.

STATE OF NEW YORK, *Albany county, ss.*

I, Jacob Holmes, one of the judges of the court of common pleas of the county of Albany, certify, that Killian K. Van Rensselaer appeared before me as a witness in the cause, in which the above
269 deposition is *entitled*, and was examined by counsel on the part of the complainant in said cause, and made the foregoing deposition after having been duly sworn by me. And I further certify, that I am not of counsel or the attorney for either of the parties to said suit, or in any way interested in the event thereof, and that the said witness lives more than one hundred miles from the place of trial of said cause; and that Joseph Blunt, the solicitor or counsel for complainant, appeared on the said examination on the part of the complainant; and Edward Clark, solicitor or counsel for the defendants, appeared on the part of the defendants, and the above
270 deposition was *made*, and the witness examined in the presence of and by the said Clark and Blunt, and that said witness was

carefully examined, and cautioned, and sworn to testify the whole truth; and the testimony of said witness was by me reduced to writing, and was subscribed by the said witness in my presence, and is above on this sheet contained, and was taken this 19th day of June, 1839.

(Signed,) JACOB HOLMES,
Judge Albany common pleas, counsellor, &c.

I stipulate to admit the original deposition, of which the foregoing is a copy, as evidence in the above entitled cause.

(Signed,) A. L. JORDAN,
Solicitor for defendants.

October 31, 1842.

Circuit court of the United States, for the southern district of New York. In equity.

JEREMIAH VAN RENSSELAER,
vs.
FREDERICK DE PEYSTER, and Philip Kearney, executors of John Watts, deceased, and others.

SOUTHERN DISTRICT OF NEW YORK,
County of Columbia, ss.

Joseph D. Monell, of lawful age to give testimony, being duly cautioned and sworn, saith, that he is in the sixtieth year of his age; is a native, and has always been a resident of the county of Columbia. I am acquainted with the tract of land commonly called the Claverack manor, and have been for many years. I have always understood that that tract of land formerly belonged to Colonel John Van Rensselaer and his ancestors. It was afterwards owned by John J. Van Rensselaer; the next owner was Daniel Penfield, by *purchase* of John J. Van Rensselaer; he acquired his title about the year 1795, and by him it was conveyed to John Watts, in or about the year 1806: the tract of land consisted of a tract of land situated partly in the town of Greenport, and partly in the town of Claverack and Ghent, and a small part in the town of Stockport, and city of Hudson. The greater portion of this tract was held under leases from Hendrick Van Rensselaer, John Van Rensselaer, John J. Van Rensselaer, and Daniel Penfield, respectively. Much the greatest proportion was held under leases *from* Hendrick Van Rensselaer and John Van Rensselaer, and most of those leases were leases in fee. There were also some few leases for lives, all of which leases reserved rents to the lessor, his heirs and assigns. The rents varied in their character, some reserving the tenth part of the annual produce, others a rent payable in wheat, and others payable in money. Many of the leases also reserved fowls and days' riding; some of them also reserving to the landlord a por-

tion of the money arising on the sale by the tenant. James Hy-
274 att was the agent of John Watts for collecting *the* rents; he continued to act as such agent until the year 1832 or 1833. I have known no agent of Watts since that time. I was one of the counsel for the tenants in the late arbitration between them and the heirs of John J. Van Rensselaer, to determine the compensation to be paid by the tenants for the confirmation of the deeds and leases given by John J. Van Rensselaer and Daniel Penfield. I had, upon that occasion, an opportunity of becoming acquainted with the leases and the tenants, by which most of this property was held.

(Signed) JOSEPH D. MONELL.

Being cross examined, he says that John J. Van Rensselaer, Daniel Penfield, and John Watts, all claimed to hold the tract
275 in fee, during the time they respectively held the title thereto, *as* above mentioned.

(Signed) JOSEPH D. MONELL.

Being direct examined again, he says that each of the above named persons claimed to hold by title derived under the will of John Van Rensselaer.

(Signed) JOSEPH D. MONELL.

Sworn and examined, the 15th day of Sept., 1841, before me.

(Signed) DARIUS PECK,
Recorder of Hudson.

Circuit court of the United States, for the southern district of New York, in equity.

SAME
vs.
SAME.

SOUTHERN DISTRICT OF NEW YORK,
Columbia county, ss.

276 Killian Miller, *being* duly cautioned and sworn, saith that he is fifty-six years of age; is a native, and always has been a resident of the county of Columbia, and is acquainted with the tract of land called the Claverack Manor, and have been for many years. I have uniformly understood this tract formerly belonged to Colonel John Van Rensselaer and his ancestors. It was afterwards owned by John J. Van Rensselaer, whose title was derived under the will of John Van Rensselaer, his grandfather. John J. Van Rensselaer sold to Daniel Penfield, about the year 1795, and
277 Penfield continued the owner until about the year 1806, *when* he sold to John Watts. The tract of land consisted of lands situated partly in the town of Greenport, and partly in the towns of Clav-

erack and Ghent, and a small part in the town of Stockport, and in the city of Hudson. The greater portion of the tract was held under leases from Hendrick Van Rensselaer, John Van Rensselaer, John J. Van Rensselaer, and Daniel Penfield, respectively. Much the greatest proportion was held under leases from Hendrick and John Van Rensselaer. Most of these leases were in fee; there were some few leases for *lives*, as I have understood. The rents 278
varied in their character, some reserving the tenth part of the annual produce, others the rent payable in wheat, and some payable in money. Many of the leases reserved fowls and days' riding, and some of them reserved to the landlord a portion of the money arising on the sale by the tenant. James Hyatt, for many years, acted as agent for John Watts, and collected the rents. He acted up to 1832, when he assigned his property, and probably afterwards.

(Signed) KILLIAN MILLER.

Being cross examined, he says there have been no rents collected, according to his knowledge and understanding, since the arbitration in 1834. There has been no agent or collector on the manor since the agency of Hyatt, and James Hyatt died insolvent. John J. Van Rensselaer and Daniel Penfield claimed to hold the tract in fee. John J. Van Rensselaer claiming by devise under the will of his grandfather, John Van Rensselaer; and Daniel Penfield claimed by purchase from John J. Van Rensselaer.

(Signed) KILLIAN MILLER.

Sworn and examined the 15th of September, 1841, before me,
DARIUS PECK,
Recorder of Hudson.

Circuit court of the United States, for the southern district of New York.—In equity.

SAME,
vs.
SAME.

SOUTHERN DISTRICT OF NEW YORK,
Columbia county, ss.

George W. Philips, being cautioned and sworn, saith, that he occupied a farm in the Claverack manor, which came to him from his father after his death; occupied it up to the year 1836. The rent on that farm was, as I believe, about six dollars a year. The rent of the farm was paid to the agent of John Watts by *my* fa- 280
ther up to the time of my father's death, about the year 1832 or 1833, as I believe.

(Signed) GEORGE W. PHILIPS.

Sworn and examined, the 15th Sept., 1841, before me,
[L. S.] DARIUS PECK, *Recorder of Hudson.*

tion of the money arising on the sale by the tenant. James Hy-
274 att was the agent of John Watts for collecting *the* rents; he continued to act as such agent until the year 1832 or 1833. I have known no agent of Watts since that time. I was one of the counsel for the tenants in the late arbitration between them and the heirs of John J. Van Rensselaer, to determine the compensation to be paid by the tenants for the confirmation of the deeds and leases given by John J. Van Rensselaer and Daniel Penfield. I had, upon that occasion, an opportunity of becoming acquainted with the leases and the tenants, by which most of this property was held.

(Signed) JOSEPH D. MONELL.

Being cross examined, he says that John J. Van Rensselaer, Daniel Penfield, and John Watts, all claimed to hold the tract
275 in fee, during the time they respectively held the title thereto, *as* above mentioned.

(Signed) JOSEPH D. MONELL.

Being direct examined again, he says that each of the above named persons claimed to hold by title derived under the will of John Van Rensselaer.

(Signed) JOSEPH D. MONELL.

Sworn and examined, the 15th day of Sept., 1841, before me.

(Signed) DARIUS PECK,
Recorder of Hudson.

Circuit court of the United States, for the southern district of New York, in equity.

SAME
vs.
SAME.

SOUTHERN DISTRICT OF NEW YORK,
Columbia county, ss.

276 Killian Miller, *being* duly cautioned and sworn, saith he is fifty-six years of age; is a native, and always has been a resident of the county of Columbia, and is acquainted with the tract of land called the Claverack Manor, and have been for many years. I have uniformly understood this tract formerly belonged to Colonel John Van Rensselaer and his ancestors. It was afterwards owned by John J. Van Rensselaer, whose title was derived under the will of John Van Rensselaer, his grandfather. John J. Van Rensselaer sold to Daniel Penfield, about the year 1795, and
277 Penfield continued the owner until about the year 1806, *when* he sold to John Watts. The tract of land consisted of lands situated partly in the town of Greenport, and partly in the towns of Clav-

enack and Ghent, and a small part in the town of Stockport, and in the city of Hudson. The greater portion of the tract was held under leases from Hendrick Van Rensselaer, John Van Rensselaer, John J. Van Rensselaer, and Daniel Penfield, respectively. Much the greatest proportion was held under leases from Hendrick and John Van Rensselaer. Most of these leases were in fee; there were some few leases for *lives*, as I have understood. The rents 278
varied in their character, some reserving the tenth part of the annual produce, others the rent payable in wheat, and some payable in money. Many of the leases reserved fowls and days' riding, and some of them reserved to the landlord a portion of the money arising on the sale by the tenant. James Hyatt, for many years, acted as agent for John Watts, and collected the rents. He acted up to 1832, when he assigned his property, and probably afterwards.

(Signed) KILLIAN MILLER.

Being cross examined, he says there have been no rents collected, according to his knowledge and understanding, since the arbitration in 1834. There has been no agent or collector on the manor since the agency of Hyatt, and James Hyatt died insolvent. John J. Van Rensselaer and Daniel Penfield claimed to hold the tract in fee. John J. Van Rensselaer claiming by devise under the will of his grandfather, John Van Rensselaer; and Daniel Penfield claimed by purchase from John J. Van Rensselaer.

(Signed) KILLIAN MILLER.

Sworn and examined the 15th of September, 1841, before me,
DARIUS PECK,
Recorder of Hudson.

Circuit court of the United States, for the southern district of New York.—In equity.

SAME,
vs.
SAME.

SOUTHERN DISTRICT OF NEW YORK,
Columbia county, ss.

George W. Philips, being cautioned and sworn, saith, that he occupied a farm in the Claverack manor, which came to him from his father after his death; occupied it up to the year 1836. The rent on that farm was, as I believe, about six dollars a year. The rent of the farm was paid to the agent of John Watts by *my* father up to the time of my father's death, about the year 1832 or 1833, as I believe. 280

(Signed) GEORGE W. PHILIPS.

Sworn and examined, the 15th Sept., 1841, before me,
[L. S.] DARIUS PECK, *Recorder of Hudson.*

Circuit court of the United States, for the southern district of New York.—In equity.

SAME, vs. SAME.

SOUTHERN DISTRICT OF NEW YORK,
Columbia county, ss.

Jeremiah H. Sagendorph, being cautioned and sworn, saith, he occupies a farm on the Claverack manor, and has occupied it for fifteen years; the farm is subject to a rent of a shilling an acre, being 80 shillings in all, annually. The said rent was paid
281 yearly to James Hyatt, the agent of John Watts; *is* certain up to the year 1832; believes to the year 1833. Two of my brothers pay their rent in wheat; one eighteen bushels yearly, and the other twenty-four bushels yearly, and forty shillings money. Their rent was also paid to Hyatt, and I was by when they paid it twice.

(Signed) JEREMIAH H. SAGENDORPH.

Sworn and examined the 15th Sept., 1841, before me,
[L. S.] DARIUS PECK,
Recorder of Hudson.

I stipulate to admit the original depositions, of which the foregoing are copies, as evidence in the above entitled cause.

(Signed) A. L. JORDAN,
Solr. for defts.

October 31, 1842.

UNITED STATES OF AMERICA,
Southern district of New York, ss.

282 Be it remembered, that on this 23d day *of* June, in the year of our Lord one thousand eight hundred and forty, before me, George W. Morton, a commissioner duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of the act of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes in the courts of the United States," personally appeared Elizabeth Hamilton, a witness for the complainant in a suit of equity jurisdiction, now depending in the circuit court of the United States, for the southern district of New York, wherein Jeremiah Van Rensselaer is complainant, against Philip Kearney and
283 Frederick De Peyster, executors of John Watts, deceased, *and* others; and the said Elizabeth Hamilton being by me duly examined, and cautioned, and sworn to testify the whole truth, did depose and say:

That she is eighty-one years of age. Were you related to John Van Rensselaer, the former owner of the Claverack manor? She

says she was—he was her grandfather. Were you acquainted with him during his lifetime? She says she was—she knew him well for a long time. Do you recollect when he died? She says she does, but not the year. It was after her marriage, about the close of the revolutionary war. How many sons *and* daughters 284
were there living at his death? There were three sons and one daughter—there had been four sons. Did you recollect Jeremiah Van Rensselaer, the eldest son? I do not; he died in Charleston, before my recollection. Did he leave any children? He left one son, John Van Rensselaer; he was heir to my grandfather's estate; he was the father of the present complainant. Was your grandfather owner of a tract of land, generally known as the Claverack manor? I believe he was. I always heard he was the owner of it. Did you live at, or visit frequently at your grandfather's during his lifetime? I did not reside with him, but I visited him very frequently; his house was *opposite* to where I lived. 285

(Signed) ELIZABETH HAMILTON.

Read to and subscribed by the witness, Elizabeth Hamilton, on her examination before me, this 23d day of June, A. D. 1840.

(Signed) GEO. W. MORTON,
U. S. Com.

Circuit court of the United States—southern district of New York, in the second circuit.

JEREMIAH VAN RENSSELAER,
vs.
PHILIP KEARNEY AND FREDERIC DE PEYSTER, executors of the last will and testament of John Watts, deceased, and al.

Testimony produced in a certain cause pending in the circuit court of the United States, for the southern district of New York, in the second circuit, in which Jeremiah Van Rensselaer is complainant, and Philip Kearney and Frederic *De* Peyster, 286
executors of the last will and testament of John Watts, deceased, are defendants.

On the part of the complainant.

February 18, 1841.—The complainant appears by Joseph Blunt, esquire, his solicitor; and the defendants by Ambrose L. Jordan, esquire, their solicitor.

The solicitor for the complainant produces certain papers hereunto annexed, marked A, B, C, and D, which are admitted by the solicitor for the defendants, and agreed may be read in evidence in this cause, subject to the objection that they were written pending a negotiation for a compromise between the parties.

(Signed) ELIJAH PAINE.
Master and examiner, &c.

A.

NEW YORK, *Nov.* 19, 1833.

JEREMIAH VAN RENSSELAER.

SIR: Some time within the year past, I received the first intima-
287 tion that there *existed* a claim to the property purchased by D. Penfield from your late father, Mr. J. J. Van Rensselaer, of which the residue of what he then held unsold was, on 15th Oct., 18—, conveyed by him to me. The late W. Van Ness was my attorney and counsellor, and made out the conveyance. The purchase was made by me in Hudson, where I resided several days, and I heard not a whisper against the validity of the title. The deduction of which was, in a few words to state it, a devise in tail, converted by the statute into a fee simple, and a corroborating deed from the executors, who, it was said, had complete authority over the estate; and as I knew that numerous purchases were
288 made by persons living in every part of the country, *I* had the fullest confidence, as well as those I refer to, that Mr. Van Rensselaer had a perfect title to the land sold by him. Had I heard a doubt expressed, I should certainly have declined any further negotiation. About the time I made the purchases, I had at my command a considerable sum, and thought that this property would be a good, safe investment, and entered into treaty on the basis that the principal I should pay should yield seven per cent.; and valuing the rents in wheat at a dollar per bushel, and the land on 10th leases to yield one shilling per acre, and certain
289 strips of land which by the survey appeared *to* be vacant, and not included in any lease, some of which did not exceed an acre. The sum paid by me was forty thousand dollars. About the time the suits were brought by you, Mr. Wiswall and other gentlemen, a committee, called on me to desire I would sign certain articles for our general defence (an authenticated copy of which has been kept, and I am advised by my counsel, and I have no doubt, remains in full force,) to which, although I understood that no suits had been commenced against any property held under me, yet considering myself jointly interested in the issue of those suits, I freely subscribed the same, and accordingly made advances to
290 this amount. And I did suppose *that* nothing of any importance would have been concluded without apprizing me. This, however, does not appear to be the fact. They, finding that better terms could be made without me, concluded their agreements without any regard to my interest; nothing of which I heard till its conclusion. Now, sir, I will not offend you by the suggestion, that your father must have known that his title to this property was defective, for I sincerely believe from his character the numerous leases he from time to time made in perpetuity, as well as sales previously to that to Penfield, that he was advised, and
291 did consider himself vested with a complete title, and received the

avails, and must, as he thought, applied it to advantage, perhaps in the payment, if any he had, of debts, in exoneration of incumbrances, and certainly to the expenditures of himself, his wife and children; and I submit to your consideration whether the amount paid to him as the consideration, and for a deed in fee, with warranty, ought not to be accounted for, and that also in the present transaction; and yet under all circumstances, rather than at my time of life engage in a tedious, wearisome law contest, the termination of which I shall not probably see, I should prefer to pay to you a certain sum without any farther proofs, delay or expenses, 292
of which you will be pleased to consider and acquaint me, in any way most agreeable to yourself.

I am, sir, very respectfully, yours,

(Signed,) JOHN WATTS.

B.

NEW YORK, 23*d Nov.*, 1833.

JEREMIAH VAN RENSSELAER, esq.,

DEAR SIR: I did intend yesterday to have replied to your favor, received by me on the preceding day, but being generally distressed by weak, irritable nerves, and uneasy, sleepless nights, I found myself indisposed to business of every description, and am *now* entirely disposed, in the first place, to assure you that I am 293
fully sensible to your kind expressions, and sincerely reciprocate. To the best of my recollection, I never did see the deed to Mr. Penfield, nor do I know the consideration, though I always understood it was a deed with warranty. I left the whole matter with Mr. Van Ness, in whom I had full confidence, and relied, that if there was any difficulty, he would suggest it to me. From him, or abroad, in or out of Hudson, as I have before said, I heard not a whisper of any. I have cast *my* eye over the numerous 294
leases executed by your father to the several persons in his manor, which are in perpetuity, and on such cursory view, they appear to be half in number to those which were made by his testator. Now, can it be credited, that Mr. Van Rensselaer, as well as the several lessees residing in every section of the country, must not have thought he had a perfect and complete title to those premises, so as to authorize him to make those leases, and clearly indicates the contemporaneous and unanimous opinion and judgment of the country on *this* subject. The late Mr. Williams, one of the most 295
eminent lawyers, and for many years a resident in Hudson, knew not of, nor suggested any difficulty, and has since freely purchased from me under this title. I purchased and paid a full consideration to Penfield, who purchased and paid the full consideration agreed on to Mr. V. R., which in course was applied to the benefit of the family. You advert to the price paid by Penfield, which you remark was not a fair equivalent to the fee. [What] the sum paid by him was, as I before said, I know not. All such

property was then, and I should think now, very unsaleable. I
296 not long since paid to Messrs. Van Rensselaer's, *for* like property purchased on the same terms; and Mr. Edward Livingston, now in France, who owns a large estate in Ulster county, has for two years past advertised the same on moderate terms, and this, I learn, yet remains unsold. You will recollect that Mr. Penfield, as most men would wish, made the best bargain he could, with a view to disposing of it in parcels, to residents, no one of whom then entertained a doubt as to the title—took up his residence in Hudson, employed many agents and lawyers, and it was reasonable that he should derive large profits from the result. At the
297 time I made my purchase, it was my intention *to* make my residence in or about Claverack, but circumstances, not to be controlled, defeated my purpose; and in course, the property there has not been conducted by my agent as well as if conducted by myself; and those agents, Wyatt, Van Norgen, have become insolvent, and, by their own accounts, indebted to me upwards of seven thousand dollars, with the prospect of 2 in the pound.

On Saturday morning Mr. W. Ludlow communicated to me the
298 statement you was pleased to make, while in your letter you mention and informed me that he must leave town on that day, and would call on you to extend the time for receiving my reply, which I concluded he did do, *and* you acquiesced; and on the day I addressed my letter to you, I wrote him that it was not necessary to return on this business, and that I should, as soon as I could, come to a decision in relation to it. Mr. Ludlow is the only person, from that time to this, I have made mention [to] that I had opened a correspondence with yourself, with the view to obviate the necessity of a valuation, &c., &c. I wrote you that, under the full impression that your father, when he made the lease referred to, and sundry sales made by him previous to that to Penfield, that at all times was satisfied that he had a perfect estate in fee simple, or he would not have received the consideration for such an
299 estate; that I should *prefer* to pay to you a certain sum, and I have decided to make you an offer of twenty thousand dollars, being half of the consideration money paid to Penfield, which, under all circumstances, I flatter myself you will accede [to], to be paid on the execution of the required writings. For I should be very sorry, being in my 88th year, to find myself compelled, though armed with my contract with Messrs. Wiswall, &c., to engage in the quidities and quodities of the law, which, I suppose, must in the first place come before a court and jury in this State, and as we both will not be satisfied with the result, must after that travel south. I remain, very respectfully, yours,

JOHN WATTS.

C.

Sir: I wished to have seen Messrs. Duer and Jordan before I had a conference with you, but as yet have not. I understand they

will be at my house at 12 o'clock to-morrow, and I now request you will, if you please, call at 1 to-morrow, or *at* 10 the next morning. It gave me much satisfaction to learn that the Dr. had nominated you to confer on this business, as I am very desirous it should be brought to a conclusion or argument, or to abide the issue at law. Mr. V. R. observes that he cannot make too great concessions, (but having mislaid his letter, I am not positive as to his words,) without doing great injustice to his children and family; and I agree with him as to the sentiment, but call to his consideration whether his father, though dead, who received the consideration money paid by Penfield, and in course applied to the benefit of the family, is not one of them, and one that I had full confidence [in] at my purchase. Enclosed I transmit a copy *just* made by me from memoranda made by me at the time of the purchases. I write in some haste, and am afraid you may find some difficulty in understanding me, and remain, sir, with much respect, yours,

JOHN WATTS.

J. BLUNT, esq.

Tuesday, half past 2 o'clock.

D.

Mr. Van Rensselaer states that he understands the rents amount to between $3,000 and $4,000.

The rents estimated at the time I made the purchase, as appears by my memorandum book, were $7,102 under 10th lines, at 1 s. per acre, were estimated at 1 s. per acre, - $888 00

13,985, of which a certain proportion payable in wheat, amounting to $714 50, 714 50

The residue of which, quarterly in cash, - - 1,004 76

$2,607 26

Besides which, a number of sales being vacant land, which according to my knowledge and *belief* is the truth; but the 10th rents must have fallen much short of the estimation. I have from time to time made commutations for cash at from 2 cts. to 1s. 6 per acre; some yet remain on 10th.

Now the rents certainly cannot be so much as they were at the time of the purchase, as I have, to accommodate several purchasers, made sales, and which, in course, must so far have diminished (together by over-valuing of the rents in 10ths) the quantum of income.

The foregoing are true copies respectively of the originals thereof in my office. Dated June 10th, 1841.

(Signed) E. PAINE,

Master and Examiner.

I stipulate to admit the foregoing as evidence in the above entitled cause. Oct. 31, 1842.

(Signed) A. L. JORDAN, *Solicitor for defendants.*

Recorded this 22d November, 1795.

This indenture, made this second day of February, in the eighth year of the independence of this State of New York, and in the year of our Lord one thousand seven hundred and eighty-four, between Robert Van Rensselaer, Henry J. Van Rensselaer, James Van Rensselaer, and Philip Scuyler and Catharine, his wife, of the first part, and John J. Van Rensselaer, of the second part, (which said Robert, Henry, James, Catharine, and John are devisees of the last will and testament of John Van Rensselaer, late of Greenbush, in the county of Albany, esquire, deceased.) Whereas, the said party of the second part doth now hold certain lands at Claverack, in the county aforesaid, by virtue of the said last will and testament, and which said lands are in the said last will and testament described in the words following, that is to say: Beginning by a small creek called Wahankasick, upon Hudson's river, where the same creek enters in or empties itself into the said river, and so northerly along the said river to the mouth of Major Abram's or Kinderhook creek; from thence east into the woods ten miles; thence southerly as far as my right goes; and from thence to Wahankasick, the place of beginning aforesaid, keeping the same breadth in front along the river as in the rear into the woods. And whereas the said parties of the first part do now hold, by virtue of the said last will and testament, all and singular the residue of the lands at Claverack aforesaid, whereof the said testator died seized. And whereas, by reason of the uncertain manner in which the said lands, so held by the said party of the second part, are described in and by the said last will and testament, doubts may arise between the party of the second part on the one, and the said other parties on the other part, respecting the northern and eastern boundaries of the said lands so held by the said party of the second part, for preventing which, said doubts and controversies, and for a final settlement of the said boundaries, it hath been agreed between the said party of the second part on one, and the said other parties on the other part, that the northern and eastern bounds and limits of the said lands so held by the said party of the second part, shall hereafter be as the same are herein specified, and as the same are laid down in the map hereunto annexed; and, that the said parties shall mutually release and convey to each other, agreeable to the bounds and limits so agreed on as aforesaid, and the said parties are, respectively, now in the actual possession agreeable to the bounds and limits agreed on as aforesaid of the lands held by them respectively, as aforesaid.

Now, therefore, this indenture witnesseth, that the said parties of the first part, for the purposes, and in pursuance of the agreement aforesaid, and for and in consideration of the release and conveyance hereinafter contained from the said party of the second part, and for and in consideration of the sum of five shillings, lawful money of this State of New York, to them in hand paid by the said party of the second part, at the ensealing and delivery thereof, the receipt whereof they do hereby acknowledge, have, and each of them hath, granted, bargained, sold, released, conveyed, and confirmed, and by these presents do, and each

of them doth grant, bargain, sell, release, convey, and confirm, unto the said party of the second part, (in his actual possession now being as aforesaid,) and to his heirs and assigns forever, all that tract of land situate at Claverack aforesaid, beginning at the mouth of Major Abraham's or Kinderhook creek; thence running south eighty-four degrees and thirty-eight minutes east ten miles; thence running south forty degrees west, as far as the right of the said testator extended; thence to Wahankasick aforesaid, and thence up Hudson's river to the place of beginning; and all the estate, right, title, and interest of them, the parties of the first part, and each of them, of, in, or to the same, and the reversion or reversions, remainder or remainders, rents, issues, and services thereof; to have and to hold the said tract of land, limited and bounded as aforesaid, and other the premises hereby granted, released, and conveyed by the said parties of the first part, to the said party of the second part, with the appurtenances to the said party of the second part, his heirs and assigns, to the only proper use and behoof of him, the said party of the second part, his heirs and assigns forever. Saving, excepting, and reserving, nevertheless, out of the grant, release, and conveyance hereby made by the said parties of the first part, all and singular the lands, tenements, hereditaments, held or claimed by the parties of the said first part, and every and each of them, within the said limits and bounds last specified, and not held or claimed by virtue of, or under the said last will and testament. And this indenture further witnesseth, that the said party of the second part, for the purposes and in pursuance of the agreement aforesaid, and for and in consideration of the release and conveyance hereinbefore contained, from the said parties of the first part to him the said party of the second part, and for and in consideration of the sum of five shillings, lawful money aforesaid, to him in hand paid by the said parties of the first part at the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, release, convey, and confirm, unto the said parties of the first part, (in their actual possession now being as aforesaid,) and to their heirs and assigns forever, all and singular the lands situate at Claverack aforesaid, and whereof the said testator died seized, and not comprehended within the bounds and limits so agreed on and specified as last aforesaid; and all the estate, right, title, and interest of him, the said party of the second part, of, in, and to the same, and the reversion and reversions, remainder and remainders, rents, issues, and services thereof; to have and to hold the said lands so situate at Claverack, aforesaid, and not comprehended within the bounds and limits so agreed on and specified as last aforesaid, and other, the premises hereby granted, released, and conveyed by the said party of the second part to the said parties of the first part, with the appurtenances, to the said parties of the first part, their heirs and assigns, to the only proper use and behoof of them, the said parties of the first part, their heirs and assigns, forever.

In witness whereof the said parties to these presents have hereunto

interchangeably set their hands and seals the day and year first above written.

PHILIP SCUYLER, [L. S.]
ROBERT VAN RENSSELAER, [L. S.]
JAMES VAN RENSSELAER, [L. S.]
CATHERINE SCUYLER, [L. S.]
HENRY VAN RENSSELAER, [L. S.]
JOHN J. VAN RENSSELAER. [L. S.]

Sealed and delivered in the presence of—

[The words "last" being first interlined, and the word "first" being in three different places in the last habendem wrote in erasure, previous to execution.]

EGBERT BENSON,
STEPHEN VAN RENSSELAER.

COLUMBIA COUNTY, *Clerk's office, ss.*

I do certify that the preceding has been compared by me with the record of the deed recorded in Deed book A, pages 185 and 186, in this office, on the 22d day of November, 1795, and that the same is a correct transcript from such original record and of the whole of such record.

In testimony whereof I have hereto set my hand and seal of office, being the seal of the court of common pleas of said county, this 8th day of May, A. D. 1833, at Hudson. [L. S.]

JOS. D. MONELL, *Clk.*

Depositions taken this 13th day of July, in the year one thousand eight hundred and forty-two, before the circuit court of the United States, for the southern district of New York, in the second circuit, in equity, wherein Philip Kearney and Frederick De Peyster, trustees and executors of the last will and testament of John Watts, deceased, and Philip Kearney, jr., Alexander S. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, are defendants, and Jeremiah Van Rensselaer is plaintiff, on the part of the defendants, before Henry Miller, one of the examiners in chancery for the county of Columbia, State of New York.

Cornelius Esselstyne sworn:

Question. *Was* you acquainted with John J. Van Rensselaer, before the 1st January, 1795?

Ans. I presume I was; I don't recollect dates. I became acquainted with him soon after he took possession of this property.

Ques. Do you know the tract of land commonly called the Claverack estate, and described in the will of John Van Rensselaer as beginning at a small creek, called Wahankassic, on Hudson's river, where the same creek empties into said river, and so northerly, up along said river, to the mouth of Major Abraham's or Kinderhook creek; from thence east, into the woods, ten miles; thence southerly, so far as my right goes; and from thence to Wahankassic, to the place of beginning?

Ans. I don't know *them* boundaries except from hearsay. I understood he ran out ten miles east from the Hudson's river. I know where they said the eastern boundaries are; they were from hearsay according to the description here.

Ques. How long have you resided upon a part of the Claverack estate?

Ans. I am now about seventy-two years of age, and have always known it; I always lived on it.

Ques. Have you and your ancestors, as long as you can recollect, occupied some part of the Claverack estate, as tenants under John J. Van Rensselaer, or his ancestors, or some of them?

Ans. Yes; I have always occupied and held under a lease given by John J. Van Rensselaer's grandfather and given to my grandfather.

Ques. How many years, as near as you can recollect, after John J. Van Rensselaer, came into the possession of the Claverack estate, before he sold his interest in the estate to Penfield?

Ans. I cannot tell; there is nothing by which I can tell. I know he was a number of years; I should judge as many as ten or more. I paid rent to him a number of years; I cannot tell how many.

Ques. Did you know of other tenants paying rent to John J. Van Rensselaer on account of the Claverack lands?

Ans. I don't know except by hearsay; and I know of persons who were tenants settling with him.

Ques. Did John J. Van Rensselaer claim the rents, and claim to be owner of the Claverack estate?

Ans. He did as far as relates to our farm.

Ques. Did you know of any person purchasing any part of the Claverack estate of John J. Van Rensselaer?

Ans. I knew it from his saying so; John Anderson purchased from him; he purchased the fee of about ten acres.

Ques. What quantity of land, that is a part of said Claverack estate, do you now occupy?

Ans. About nine hundred acres, that was within said ten miles square.

Ques. *Was* you acquainted with Danl. Penfield?

Ans. Yes, I was.

Ques. Did Danl. Penfield claim to be the owner of said Claverack estate by purchase from John J. Van Rensselaer?

Ans. I understood so.

Ques. Did you pay rent to him after he became the purchaser?

Ans. I did.

Ques. Were all the acts of ownership exercised by John J. Van Rensselaer over said Claverack estate, about which you have testified, before the time you heard of the sale to Penfield?

Ans. I considered it so; it was.

Ques. Did you know of Daniel Penfield commuting any of the rents of lands on said Claverack estate?

Ans. I do; I and my brother both commuted.

Ques. Did Danield Penfield claim to be the owner of the fee of the said Claverack estate?

Ans. He did.

Ques. Were John J. Van Rensselaer, and after him Daniel Penfield,

generally reputed to be owners of the Claverack estate among the tenants on the estate?

Ans. They were.

Ques. *Was* you acquainted with John Watts, now deceased?

Ans. I was.

Ques. Did you understand that he purchased the fee of said Claverack estate from Daniel Penfield?

Ans. I understood so.

Ques. Did you pay rent to him for any lands on said estate?

Ans. I did.

Ques. Was John Watts generally understood among the tenants on the Claverack estate to be the owner of the fee of said estate?

Ans. I considered him so, and I presume others did.

CORNELIUS ESSELSTYNE.

Cross examined.

Ques. Did John J. Van Rensselaer hold this property under the will of his grandfather?

Ans. I do not know; I presume he never bought it.

Ques. Did Danl. Penfield ever claim to hold the property otherwise than by or under a conveyance from John J. Van Rensselaer?

Ans. I presume not; I understood he purchased it from John J. Van Rensselaer.

Ques. Did John Watts ever claim to hold this property otherwise than by or under a deed from Daniel Penfield?

Ans. I presume not; I understood he purchased from Daniel Penfield.

CORNELIUS ESSELSTYNE.

Stephen Race, sworn on part of defendants, says as follows:

Ques. Do you know the tract of land commonly called the Claverack estate?

Ans. I know the land around in Claverack; I don't know what estate; I know the land claimed by Penfield and Watts.

Ques. Did you know John J. Van Rensselaer?

Ans. Yes, sir; I have seen the man.

Ques. Did he claim to own the fee of the lands afterward claimed by Mr. Penfield?

Ans. I cannot answer that positive to have it from his mouth.

Ques. Was it generally understood among the tenants on that estate that John J. Van Rensselaer owned the fee before Mr. Penfield.

Ans. As far as I am acquainted with the farmers it was.

Ques. Did you ever know of John J. Van Rensselaer receiving any of the rents.

Ans. No, sir.

Ques. Did you know Daniel Penfield?

Ans. Yes, sir.

Ques. Did he claim to be the owner of the fee of that estate?
Ans. Yes, sir.
Ques. Did you pay any rent to Penfield.
Ans. Yes, sir.
Ques. Did you know John Watts?
Ans. Yes, sir.
Ques. Did you pay any rent to him?
Ans. Yes, sir.
Ques. Did Mr. Watts claim to be the owner of the fee of this estate?
Ans. Yes, sir; he told me he bought it.

Cross examination.

Ques. Did Mr. Penfield hold under the title of John J. Van Rensselaer and no other?
Ans. Yes, sir, I understood so; and Mr. Watts claimed under the same title. STEPHEN RACE.

Recorded the thirteenth day of August, in the year one thousand seven hundred and ninety-one.

This indenture, made the eleventh day of August, in the year one thousand seven hundred and ninety-one, between John J. Van Rensselaer, of Greenbush, in the county of Rensselaer, of the first part, and Philip Schuyler, of the city of Albany, of the second part, witnesseth: That the said John J. Van Rensselaer, for and in consideration of the sum of five shillings, and in order to secure the payment of the principal sum with the interest thereof as hereinafter mentioned, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, to the said party of the second part, all that tract of land situate in the county of Columbia, beginning at the mouth of Major Abraham's or Kinderhook creek; thence running south eighty-four degrees and thirty-eight minutes east, ten miles; thence running south forty degrees west, as far as the right of the said party of the first part extends; thence to a small creek called Wahankasick on Hudson's river; and thence up Hudson's river to the place of beginning; together with all and singular the messuages, edifices, woods, ways, waters, hereditaments, and appurtenances to the same belonging, or in any wise appertaining, and the reversions, remainders, rents, issues, and services thereof; to have and to hold all and singular the said premises hereby granted, bargained, sold, released, and confirmed, with the appurtenances, to the said party of the second part, his heirs and assigns, to the only *per* use and behoof of him, the said party of the second part, his heirs and assigns forever: Provided, nevertheless, and these presents and the estate hereby granted are on this condition, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall pay to the said party of the second part, his executors, administrators, or assigns, the

sum of three thousand one hundred pounds, lawful money of the State of New York, on or before the eleventh day of August, which will be in the year one thousand seven hundred and ninety-five, with interest for the same, at the rate of seven per cent. per annum, and shall in the mean time annually pay the said interest according to the tenor of the condition of a certain obligation from the said party of the first part to the said party of the second part, bearing even date with these presents, then these presents and the estate hereby granted to cease and become void, otherwise to remain in force.

A true copy of the original. ROBT. VN. RENSSELAER.

STATE OF NEW YORK,
Columbia county, clerk's office, ss:

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy from the records in this office of a mortgage recorded in mortgage book A, page 187, and that I have compared the same with the original record, and that it is a correct transcript therefrom and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirtieth day of November, A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk.*

Recorded the 5th day of June, in the year of our Lord one thousand seven hundred and ninety-nine.

This indenture, made the sixteenth day of October, in the year one thousand seven hundred and ninety-seven, between Philip Schuyler, of the city of Albany, esquire, of the first part, and John Barker Church, of the city of New York, esquire, of the other part. Whereas, by a certain indenture of mortgage, bearing date the eleventh day of August, in he year one thousand seven hundred and ninety-one, made between John J. Van Rensselaer, of Greenbush, in the county of Rensselaer, of the first part, and the said Philip Schuyler of the second part, it was witnessed, that the party of the first part therein mentioned, for and in consideration of the sum of five shillings, and in order to secure the payment of the principal sum with the interest thereof as therein after mentioned, had granted, bargained, sold, released, and confirmed, and by these presents did grant, bargain, sell, release, and confirm, to the said party of the second part therein mentioned, all that certain tract of land, with the appurtenances hereinafter particularly described; to have and to hold all and singular the said premises thereby granted, bargained, sold, released, and confirmed, with the appurtenances, to the said party of the second part therein mentioned, his heirs and assigns, to the only proper use and behoof of him, the said party of the second part thereof, his heirs and assigns forever; with a proviso or condition contained in the said indenture in the following effect, that if the said party of the first part therein mentioned, his heirs, executors, administrators, or as-

signs, should pay to the said party of the second part therein mentioned, his executors, administrators, or assigns, the sum of three thousand one hundred pounds, lawful money of the State of New York, on or before the eleventh day of August, which would be in the year one thousand seven hundred and ninety-five, with interest for the same, at the rate of seven per cent. per annum, and should in the mean time annually pay the said interest according to the tenor of the condition of a certain obligation from the said party of the first part therein named, to the said party of the second part therein named, bearing even date with these presents, then these presents and the estate thereby granted to cease and become void, otherwise to remain in force; and whereas the said principal sum, and the interest thereon to the day of the date of these presents, hath in no manner been paid or satisfied to the said Philip Schuyler, but the same now remains wholly due and unpaid; and whereas, although the said bond and mortgage were taken in the name of the said Philip Schuyler, the moneys thereby secured were and are the proper moneys of the said John Barker Church:

Now, this indenture witnesseth, that the said Philip Schuyler, for and in consideration of the premises, and also the sum of one dollar, lawful money of the State of New York, to him in hand paid by the said John B. Church, at or before the ensealing and delivery of these presents, doth grant, bargain, sell, assign, transfer, and set over to the said John B. Church, his heirs and assigns forever, all that tract of land situate in the county of Columbia, beginning at the mouth of Major Abraham's or Kinderhook creek; thence running south forty degrees west, as far as the right of the said party of the first part extends; thence to a small creek called Wahankasic on Hudson's river; and thence up Hudson's river to the place of beginning; together with all and singular the messuages, edifices, woods, ways, waters, hereditaments, and appurtences to the same belonging, or in any wise appertaining, and the reversions, and remainders, rents, issues, and services thereof, and also all the estate, right, title, interest, property, authority, power, claim, and demand whatsoever, at law or in equity, of the said Philip Schuyler, of and in and to the same; to have and to hold the same to him, the said John B. Church, his heirs and assigns forever, as fully, amply as the said Philip Schuyler, his heirs or assigns, might or could hold and enjoy the same by virtue of the above recited indenture of mortgage, and the said Philip Schuyler for himself, his heirs, executors, and administrators, doth hereby authorize and empower the said John B. Church, his heirs, executors, and administrators, to receive to his and their own use, all such sum and sums of money mentioned in the condition of the above recited indenture of mortgage, which is or are now due.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

PH. SCHUYLER. [L. S.]

Signed, sealed, and delivered in the presence of—

DENISIS CASHMAN,
CHARLES MALCOLM.

sum of three thousand one hundred pounds, lawful money of the State of New York, on or before the eleventh day of August, which will be in the year one thousand seven hundred and ninety-five, with interest for the same, at the rate of seven per cent. per annum, and shall in the mean time annually pay the said interest according to the tenor of the condition of a certain obligation from the said party of the first part to the said party of the second part, bearing even date with these presents, then these presents and the estate hereby granted to cease and become void, otherwise to remain in force.

A true copy of the original. ROBT. VN. RENSSELAER.

STATE OF NEW YORK,
Columbia county, clerk's office, ss:

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy from the records in this office of a mortgage recorded in mortgage book A, page 187, and that I have compared the same with the original record, and that it is a correct transcript therefrom and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirtieth day of November, A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk.*

Recorded the 5th day of June, in the year of our Lord one thousand seven hundred and ninety-nine.

This indenture, made the sixteenth day of October, in the year one thousand seven hundred and ninety-seven, between Philip Schuyler, of the city of Albany, esquire, of the first part, and John Barker Church, of the city of New York, esquire, of the other part. Whereas, by a certain indenture of mortgage, bearing date the eleventh day of August, in he year one thousand seven hundred and ninety-one, made between John J. Van Rensselaer, of Greenbush, in the county of Rensselaer, of the first part, and the said Philip Schuyler of the second part, it was witnessed, that the party of the first part therein mentioned, for and in consideration of the sum of five shillings, and in order to secure the payment of the principal sum with the interest thereof as therein after mentioned, had granted, bargained, sold, released, and confirmed, and by these presents did grant, bargain, sell, release, and confirm, to the said party of the second part therein mentioned, all that certain tract of land, with the appurtenances hereinafter particularly described; to have and to hold all and singular the said premises thereby granted, bargained, sold, released, and confirmed, with the appurtenances, to the said party of the second part therein mentioned, his heirs and assigns, to the only proper use and behoof of him, the said party of the second part thereof, his heirs and assigns forever; with a proviso or condition contained in the said indenture in the following effect, that if the said party of the first part therein mentioned, his heirs, executors, administrators, or as-

signs, should pay to the said party of the second part therein mentioned, his executors, administrators, or assigns, the sum of three thousand one hundred pounds, lawful money of the State of New York, on or before the eleventh day of August, which would be in the year one thousand seven hundred and ninety-five, with interest for the same, at the rate of seven per cent. per annum, and should in the mean time annually pay the said interest according to the tenor of the condition of a certain obligation from the said party of the first part therein named, to the said party of the second part therein named, bearing even date with these presents, then these presents and the estate thereby granted to cease and become void, otherwise to remain in force; and whereas the said principal sum, and the interest thereon to the day of the date of these presents, hath in no manner been paid or satisfied to the said Philip Schuyler, but the same now remains wholly due and unpaid; and whereas, although the said bond and mortgage were taken in the name of the said Philip Schuyler, the moneys thereby secured were and are the proper moneys of the said John Barker Church:

Now, this indenture witnesseth, that the said Philip Schuyler, for and in consideration of the premises, and also the sum of one dollar, lawful money of the State of New York, to him in hand paid by the said John B. Church, at or before the ensealing and delivery of these presents, doth grant, bargain, sell, assign, transfer, and set over to the said John B. Church, his heirs and assigns forever, all that tract of land situate in the county of Columbia, beginning at the mouth of Major Abraham's or Kinderhook creek; thence running south forty degrees west, as far as the right of the said party of the first part extends; thence to a small creek called Wahankasic on Hudson's river; and thence up Hudson's river to the place of beginning; together with all and singular the messuages, edifices, woods, ways, waters, hereditaments, and appurtences to the same belonging, or in any wise appertaining, and the reversions, and remainders, rents, issues, and services thereof, and also all the estate, right, title, interest, property, authority, power, claim, and demand whatsoever, at law or in equity, of the said Philip Schuyler, of and in and to the same; to have and to hold the same to him, the said John B. Church, his heirs and assigns forever, as fully, amply as the said Philip Schuyler, his heirs or assigns, might or could hold and enjoy the same by virtue of the above recited indenture of mortgage, and the said Philip Schuyler for himself, his heirs, executors, and administrators, doth hereby authorize and empower the said John B. Church, his heirs, executors, and administrators, to receive to his and their own use, all such sum and sums of moneymentioned in the condition of the above recited indenture of mortgage, which is or are now due.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

PH. SCHUYLER. [L. S.]

Signed, sealed, and delivered in the presence of—
DENISIS CASHMAN,
CHARLES MALCOLM.

Interest paid on the mortgage above alluded to to the eleventh day of August, one thousand seven hundred and ninety-seven.

PH. SCHUYLER.

Be it remembered, that on the first day of June, in the year of our Lord one thousand seven hundred and ninety-nine, before me, James M. Hughes, as master in chancery, personally appeared Philip Schuyler, known to me to be the person described in the within indenture as having executed the same, and acknowledged that he did execute the same by signing, sealing, and delivering the same, as and for his own deed, for the uses and purposes therein mentioned; and having examined the said indenture and finding no material erasures or interlineations therein, I allow the same to be recorded.

JAMES M. HUGHES,
Master in chancery.

STATE OF NEW YORK,
Columbia county, clerk's office, ss:

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and of the court of common pleas in and for said county, do hereby certify, that the foregoing is a true copy from the records in this office of an assignment of a mortgage recorded in deed book A, pages 275 and 276, and that I have compared the same with the original record, and that it is a correct transcript therefrom and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirteenth day of November, A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk.*

Recorded the thirteenth day of April, in the year of our Lord one thousand seven hundred and ninety-nine.

This indenture, made the seventh day of March, in the year of our Lord one thousand seven hundred and ninety-nine, between Daniel Penfield, of the city of New York, gentleman, and Mary, his wife, of the one part, and Cornelius Stevenson, of the city of New York aforesaid, esquire, of the other part: Whereas John J. Van Rensselaer, of Greenbush, formerly in the county of Albany, but now in the county of Rensselaer, gentleman, did, on the eleventh day of August, one thousand seven hundred and ninety-one, execute to Philip Schuyler a certain mortgage-deed upon all that certain tract and parcel of land, situate, lying, and being in the town of Claverack, and city of Hudson, and county of Columbia, and included within boundaries following, to wit, that is to say, beginning at the mouth of Major Abraham's or Kinderhook creek; thence running south eighty-five degrees and thirty-eight minutes east, ten miles; thence running south forty degrees west, as far as the right of John Van Rensselaer, the grandfather of the said John J. Van Rensselaer, extended; from thence to Wahankasick, and thence up Hudson's river to the place of beginning, to secure the pay-

ment of the sum of three thousand one hundred pounds; and the said John J. Van Rensselaer did also, on the day and year last aforesaid, execute to the said Philip Schuyler, as a collateral security, his bond, in the penal sum of six thousand two hundred pounds, conditioned for the payment of the said three thousand one hundred pounds; all which may more fully appear by having reference thereto; and whereas there was due on the said mortgage, on the eleventh day of December, seventeen hundred, the sum of seven thousand seven hundred and fifty dollars; and whereas the said Cornelius Stevenson has become entitled, by assignment thereof to him of the said mortgage and the said bond, to secure the payment of the said seven thousand seven hundred and fifty dollars, with the interest thereof from the said eleventh day of December last past; and whereas more effectually to secure the payment of the said sum of seven thousand seven hundred and fifty dollars, with the interest thereof as aforesaid, it has been agreed, by and between the said Daniel Penfield and Cornelius Stevenson, that the said Daniel Penfield and Mary, his wife, shall execute their mortgage upon the aforesaid lands and premises, and also that the said Daniel Penfield shall execute his bond as collateral security therefor: Now, therefore, this indenture witnesseth, that the said Daniel Penfield and Mary, his wife, for and in consideration of the sum of seven thousand seven hundred and fifty dollars, to them in hand paid by the said Cornelius Stevenson, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and therefrom the said Daniel Penfield and Mary, his wife, do release and discharge the said Cornelius Stevenson, his heirs, executors, administrators, have given, granted, bargained, sold, aliened, enfeoffed, and confirmed, and by these presents do give, grant, bargain, sell, alien, enfeoff, and confirm, unto the said Cornelius Stevenson, his heirs and assigns forever, all and singular the said tract or parcel of land and premises herein before recited and set forth, with all and singular the appurtenances to the same belonging or in any wise appertaining; provided, always, and these presents are upon this express condition, that in case the said Daniel Penfield, his executors or administrators, do and shall, on or before the eleventh day of December, which shall be in the year one thousand eight hundred, pay to the said Cornelius Stevenson, his executors or administrators, the sum of seven thousand seven hundred and fifty dollars, with the interest thereof annually, according to the condition of the said in part recited bond, then and in such case the said part recited mortgage and bonds, and these presents, and every thing therein contained, shall cease, and become wholly void and of no effect.

DANIEL PENFIELD. [L. S.]

Sealed and delivered in the presence of—
RUFUS BACHUS,
HENRY F. PENFIELD.

STATE OF NEW YORK, ss.

Be it remembered, that on the fourteenth day of March, in the year of our Lord one thousand seven hundred and ninety-nine, personally

appeared before me, James Miles Hughes, one of the masters in chancery in and for the said State of New York, Daniel Penfield, known to me to be the person described in the within indenture as having executed the same, and acknowledged that he did sign, seal, and deliver the within indenture as and for his own act and deed, to and for the uses and purposes therein mentioned, and I having examined the same, and finding no material erasures or interlineations therein, do allow the same to be recorded.

JAMES M. HUGHES.

STATE OF NEW YORK, *ss.*

Be it remembered, that on the eighth day of April, in the year of our Lord one thousand seven hundred and ninety-nine, before me, Hezekiah L. Homer, one of the masters in chancery in and for the State of New York, personally appeared Mary Penfield, known to me as one of the persons described in the within indenture, and mentioned as having executed the same; and the said Mary Penfield being examined by me privately and apart from her husband, acknowledged that she executed the within deed freely and without any fear or compulsion of her husband, by signing, sealing, and delivering the same as her act and deed, to and for the uses and purposes therein mentioned; and I having examined the said deed, and finding no material erasures or interlineations therein, do allow the same to be recorded.

H. L. HOSMER.

A true copy. Recorded, examined, and comp'd by
ROBT. VAN RENSSELAER, *Clerk.*

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenburgh, clerk of the county of Columbia and of the court of common pleas in and for said county, do hereby certify, that the foregoing is a true copy from the records in this office, of a mortgage, recorded in Mortgage book B, pages 102 and 103, and that I have compared the same with the original record, and that it is a correct transcript therefrom and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court and county, this thirtieth day of Novem-
[L. S.] ber, A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk.*

This indenture, made the first day of May, in the year of our Lord one thousand eight hundred and two, between Daniel Penfield, of the city of Hudson, in the county of Columbia, esquire, and Mary, his wife, of the first part, and Nathaniel Rowley, of the town of Claverack, in the county of Columbia, farmer, of the second part, witnesseth, that the said Daniel Penfield and Mary, his wife, for and in consideration of the sum of eight hundred dollars, to them in hand paid by the said Nathaniel Rowley, at and before the ensealing and delivery of these

presents, the payment whereof is hereby confessed, have given, granted, bargained, sold, aliened, released and confirmed, and by these presents do give, grant, bargain, sell, alien, release and confirm, unto the said Nathaniel Rowley, and to his heirs and assigns for ever, all that certain piece or farm of land, situate, lying, and being in Claverack, in the county of Columbia, and State of New York, beginning at a black oak tree, corner marked for the place of beginning, for the farm leased to Wendel Pulver, and from thence south eighty-nine degrees and thirty minutes west, five chains seventy-seven links, to stake and stones; eleven links south, from a chesnut, corner tree; thence along Joel Sharp's road, south thirteen degrees west, ten chains, to a chesnut sapling, cornered; south three degrees west, nine chains nine links, to a small hickory, cornered; south nine degrees forty-five minutes east, seventeen chains and eighty-four links, to a stake, nineteen links east, from a white oak tree on Johannis Muller's fence; thence along Sharp's road, south forty-three degrees east, twelve chains seventy-four links, to a stake and stones by the fence; south twenty-three degrees east, five chains, to a black oak bush and stones; south six degrees west, two chains and ninety links, to a small black oak, cornered; south three degrees east, six chains and twenty-five links, to a small black oak, cornered; thence, crossing the public highway, north forty-four degrees east, six chains and twenty links, to corner of the fence; thence along the division fence with Johannis Muller, south seventy degrees east, four chains and fifty links, to a black oak bush and stones; north seventy-five degrees east, four chains ninety six links, to a two pronged white oak sapling and stones; north fifty degrees east, three chains seventy-five links, to a small black oak and stones; north forty-five degrees thirty minutes east, nine chains; north thirteen degrees east, one chain and fifty-two links, to a small black oak and stones; north ten degrees east, four chains ninety links, to a very small soft maple, cornered in the fence; thence along the farm leased in 1789 to Wendell Pulver, as it runs north twenty-five degrees thirty minutes west, to a stump on the north side of a road; north three degrees east, ten chains; north nine chains ten links; north thirty-two degrees east, ten chains twenty links; and from thence to the place of beginning, containing 109¾ acres; saving and excepting always out of the before mentioned and granted premises, a piece of wood land on the westerly side of said farm, containing ten acres, beginning at a black oak tree, the place of beginning of the above tract, and running a southerly course a straight line, nineteen chains; from thence a west line to a road called Sharp's road; thence up along the said Sharp's road, as it winds and turns a northerly course, to the possessions of Jacob Sharp; thence an easterly course, along Sharp and Wendell Pulver's possession, to the oak tree first begun at, as the same was surveyed out by William G. Philip; also excepted all the lands on the west side of Sharp's road, near the house of John Sharp, and in his occupation; hereby meaning not to convey to the said N. Rowley any land on the west side of the Sharp road, as now laid out and used [by Daniel Penfield;] together with all

and singular the hereditaments and appurtenances to the same belonging or in any wise appertaining; to have and to hold the said lands and premises, with their and every of their appurtenances, hereby granted unto the said Nathaniel Rowley, his heirs and assigns forever; and the said Daniel Penfield, for himself, his heirs, executors, and administrators, doth hereby covenant and agree, to and with the said Nathaniel Rowley, his heirs and assigns, in manner and form following, that is to say, that he, the said Nathaniel Rowley, his heirs and assigns, shall and may, at all times hereafter, peaceably and uninterruptedly have, hold, occupy, possess, and enjoy the said lands and premises hereby granted, with all and singular the hereditaments and appurtenances thereto appertaining, freed and discharged of and from all claims, demands, or incumbrances, done, committed, or suffered by the said Daniel Penfield, or done, committed, or suffered by John J. Van Rensselaer, or those under whom he claimed or derived title, to the said land and premises, with the hereditaments and appurtenances thereto belonging or appertaining; and also that he, the said Daniel Penfield, shall and will forever hereafter warrant and defend the said lands and premises, with their and every of their appurtenances, to be and remain in the peaceable and uninterrupted possession of the said Nathaniel Rowley, against all persons claiming the said lands and premises, or any part or parcel thereof, except as to any incumbrances or acts which may have been done or committed, to charge, incumber, or affect the same by the said Nathaniel Rowley, or those claiming or deriving title to the said lands and premises, or some or any part thereof, under him. In witness whereof the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

DANIEL PENFIELD, [L. S.]
MARY PENFIELD. [L. S.]

Sealed and delivered in the presence of—
WM. MCKINSTRY,
H. L. HOSMER.

STATE OF NEW YORK, *ss.*

I, Hezekiah L. Hosmer, one of the masters in chancery in the said State, do hereby certify, that on the thirtieth day of July, in the year of our Lord one thousand eight hundred and two, before me personally came Daniel Penfield and Mary, his wife, to me known to be the same persons in the within deed described; and the said Daniel acknowledged that he executed freely, for the uses therein mentioned; and the said Mary, being privately examined by me separately and apart from her husband, confessed that she executed the same freely, without any fear or compulsion of her said husband; and I, having examined the same, and finding therein no material erasures or interlineations, except the one noted, do allow it to be recorded.

H. L. HOSMER.

Recorded the 16th day of May, 1808.

A true copy: R. HOGEBOOM, *Clerk.*

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and of the court of common pleas in and for said county, do hereby certify, that the foregoing is a true copy from the records in this office of a deed recorded in Deed book B, pages 62, 63, and 64, and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirtieth day of November, A. D. eighteen hundred and forty-two.

J. A. VAN VALKENBURGH, *Clerk.*

Recorded February 24, 1809.

This indenture, made the twenty fifth day of November, in the year one thousand eight hundred and eight, between John Watts, of the city and State of New York, esquire, of the one party, and Samuel Forbes, of Litchfield county, in the State of Connecticut, of the other party, witnesseth: That the said party of the first part, for and in consideration of the sum of four hundred and eight dollars in hand paid by the party of the second part, wherewith the said party of the first part doth hereby declare himself satisfied and paid, hath [granted, bargained, sold, aliened, released, conveyed, and confirmed,] and by these presents doth grant, bargain, sell, alien, release, convey, and confirm, unto the said party of the second part, his heirs and assigns, all that certain tract of land situate within the corporation of Hudson, in the said county of Columbia, beginning at the southwest corner of Peter Hogeboon's, jun'r, third tract, date fourteenth March, seventeen hundred and eighty-eight, and now Samuel Forbes'; thence south fifty-two degrees west, nine chains, along a lot [of] land conveyed by Daniel Penfield in the year eighteen hundred and eight to the said Samuel Forbes, to the northwest corner of a form leased [to] Tobias R. Vandusen the twenty-second of December, seventeen hundred and eighty-nine; thence southerly, along the bounds thereof, to the line of Tobias T. Vandusen's farm; thence westerly, along the bounds thereof, to another tract of land, late Peter Hogeboon's, jun'r, and now Samuel Forbes'; thence northerly and westerly along the same, to the bounds of a farm leased to Jonathan Beecroft the twenty-eighth of April, seventeen hundred and eighty-nine; thence, along the bounds thereof, northerly and westerly, to the bounds of Abraham Ten Broecks, at a stone heap on the west side of a road, and on the east side of a small run of water; thence along the bounds of said Abraham Ten Broecks' lands, south eighty degrees thirty minutes east, two chains, north eighty-nine degrees east, three chains twenty-five links, to the centre of a small run of water, commonly called Jauntice Kitterly; thence northerly, up along the same, to a heap of stones in the east bank of said Jauntice Kitterly, at a place the said run of water comes out of the Litherbrook ripple

brush; then with a straight line north, seventy-three degrees east, thirty-five chains seventy links, to a black oak tree and stones on the top of the hill; thence down the hill, north sixty-one degrees east, to the bounds of Peter Hogeboon's late third tract, now Samuel Forbes; thence westerly, along the bounds thereof, to the northwest corner of said tract, and south to the place of beginning, containing thirty-nine acres, more or less, as laid down on a map of these and other premises for Daniel Penfield, esq., by William Cockburn, Frederick House, and William Cockburn, jun'r, in seventeen hundred and ninety-nine, to which map reference is hereby made; together with all and singular the rights, members, and privileges to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand, both in law and equity, of the said party of the first part, of and to the same; to have and to hold the said tract or parcel of land and premises, with the appurtenances, unto the said Samuel Forbes, his heirs and assigns, to his and their only proper use, benefit, and behoof forever; and the said party of the first part doth, for himself, his executors and administrators, covenant and agree, to and with the said party of the second part, his heirs and assigns, that he, the said party of the first part and his heirs, the said parcel of land and premises, with the said party of the second part, his heirs and assigns, shall and will warrant and forever by these presents defend. In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

JOHN WATTS. [L. S.]

Sealed and delivered in the presence of—
FRED. HAWSER,
GEORGE WATTS.

STATE OF NEW YORK, *ss.*

On the twenty-second day of February, 1809, personally appeared before me Frederick Hawser, to me known, and being duly sworn, saith, that he saw the within named John Watts sign, seal, and deliver the within as his free act and deed; and that he knows him to be the same person described in and who executed the same; and that he, the deponent, together with George Watts, signed their names as witnesses. I do therefore allow it to be recorded.

PHILIP S. PARKER, *Master in chancery.*

A true copy:

M. JENKINS, JUN'R, *Clerk.*

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and of the court of common pleas in and for said county, do hereby certify, that the foregoing is a true copy from the records in this office of a deed recorded in Deed book C, pages 64 and 65; and that I have compared

the same with the original record, and that it is a correct transcript therefrom, and of the whole of such original.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court and county this thirtieth day of November, A. D. eighteen hundred and forty-two. [L. S.]

J. A. VAN VALKENBURGH, *Clerk.*

Recorded Dec. 5, 1815.

This indenture, made the sixteenth day of April, in the year of our Lord one thousand eight hundred and fifteen, between John Watts, esquire, of the city and county and State of New York, of the first part, and William Ashley, of the city of Hudson, county of Columbia, and State aforesaid, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of five dollars, money of account of the United States, to him in hand paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, hath remised, released, and forever [quit claimed,] and by these presents doth remise, release, and forever quit claim, unto the said party of the second part in his actual possession now being, and to his heirs and assigns forever, all that certain rent of seventy-five bushels of wheat reserved on all that certain farm or tract of land situate, lying, and being in the town of Claverack, in the county of Columbia aforesaid, butted and bounded and described as follows, to wit: Bounded westerly, partly on lands claimed by the Van Hoenns, and lately in their possession, and now in the possession of Henry Meriot, and partly on lands late in the possession of Johannis Smith, deceased, and now in the possession of his son John Smith; southerly, partly on lands late in the possession also of the said Johannis Smith, and now also in the possession of his son John Smith, and on the lands of John Bay, esq.; easterly, on the lands lately in the possession of Peter Smith, deceased, and now in the possession of Peter Brown; and northerly, by the lands of the late Henry Van Rensselaer, deceased, and now, as is said, owned by his son Peter Van Rensselaer, being the possession heretofore held and possessed by the widow Tryntia Van Allen, and purchased by Richard Morris from the children; and also on a certain piece of woodland adjoining the premises aforesaid, which is described on the original lease as follows, to wit: The unappropriated bush land lying to the eastward of the said possessions, and to the westward of the lands appropriated by conveyance to the said Peter Smith, and which now extends northerly to the lands of the said Peter Van Rensselaer, and southerly to the lands of the said John Bay, to have and to hold the said rents reserved on the premises aforesaid to the party of the second part, his heirs and assigns, forever. In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written, the word land interlined before signing.

JOHN WATTS. [L. S.]

Signed, sealed, and delivered in the presence of—
HENRY WATTS.

STATE OF NEW YORK, *ss.*

On the first day of December, one thousand eight hundred and fifteen, before me came Henry Watts, known to me to be the subscribing witness of that name to the within indenture, who, being by me duly sworn, did depose and say, that he saw John Watts, known to him to be the grantor, as described in the said within indenture, duly execute the same, and that he did subscribe his name as a witness thereto; there being therein no material erasures or interlineations, except those noted, I allow it to be recorded. JOS. C. COPPER,

Master in chancery.

A true copy:

C. MILLER, *Clerk.*

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and of the court of common pleas in and for said county, do hereby certify, that the foregoing is a true copy from the records in this office of a deed recorded in Deed book D, pages 478 and 479; and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of said court and county, this thirtieth day of November, A. D. eighteen hundred and forty-two.

J. A. VAN VALKENBURGH, *Clerk.*

Recorded December 13th, 1824.

This indenture, made the twenty-eighth day of June, in the year of our Lord one thousand eight hundred and twenty-four, between John Watts, esquire, of the city, county, and State of New York, of the one part, and Henry A. Ten Broeck, esquire, of the city, county, and State aforesaid, of the other part, witnesseth: That the said John Watts, for and in consideration of the sum of twenty-two dollars and fifty cents, money of account of the United States, to the said John Watts, by the said Henry A. Ten Broeck, in hand well and truly paid at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed, and byt hese presents doth grant, bargain, sell, alien, release, and confirm, unto the said Henry A. Ten Broeck, in his actual possession now being, and to his heirs and assigns forever, all those two certain lots and pieces of ground, situate, lying, and being in the town of Claverack, in the county of Columbia, and State of New York, butted and bounded as follows, to wit: On the north by the Columbia turnpike road leading to the city of Hudson, on the west and south by the lands of Anthony Ten Broeck, and on the east by the lot of ground belonging to the heirs of Jacob Davis, deceased, lately of Hudson. The said two lots of ground being intended to be conveyed are the pieces and lots of ground lately purchased by the said Henry A. Ten Broeck, from Doctor William Bay of Albany, and the heirs of

William Van Ness, deceased, lately of Claverack, containing about two acres of ground, and are contained in a certain indenture of lease from Henry Van Rensselaer to John J. Van Rensselaer; and it is expressly understood, by and between the parties to this indenture, that the said John Watts does not warrant and defend the premises hereby conveyed against the grants, gifts, and privileges contained in said lease from the lessor to the lessee, his heirs and assigns, the covenants hereinafter mentioned to the contrary notwithstanding; together with all and singular the privileges, advantages, hereditaments, and appurtenances to the said premises belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, both at law and in equity, of him, the said John Watts, of, in, or to the same, every or any part or parcel thereof. To have and to hold the above granted, bargained, and released premises, with the appurtenances, unto the said Henry A. Ten Broeck, his heirs and assigns, to the only proper use of the said Henry A. Ten Broeck, his heirs and assigns forever. And the said John Watts, for himself, his heirs, executors, and administrators, doth by these presents covenant, promise, grant, and agree, to and with the said Henry, his heirs and assigns, in manner and form following, that is to say, that he, the said John Watts, at the time of the ensealing and delivery of these presents, is lawfully seized in his own right of, in, and to the said premises mentioned to be hereby granted and released, with the appurtenances, as of a good, sure, perfect, absolute, and indefeasible estate of inheritance in fee simple, without any condition or other matter or thing whatsoever to alter, change, charge, defeat, or make void the same; and also that he, the said John Watts, hath in himself good right, full power, and lawful authority to grant, bargain, sell, release, and assure the said premises mentioned to be hereby granted and released unto and to the use of the said Henry, his heirs and assigns, in manner aforesaid; and further, that the said Henry, his heirs and assigns, shall and may from time to time, and at all times forever hereafter, peaceably and quietly have, hold, occupy, possess, and enjoy the premises mentioned to be hereby granted and released, with the appurtenances, and free and clear, and freely and clearly exonerated, acquitted, and discharged of, from, and against all and every manner of former and other gifts, grants, bargains, sales, leases, mortgages, dowers and titles of dowers, judgments, executions, charges, and incumbrances whatsoever; and the said John Watts, for himself, his heirs, all and singular the premises mentioned to be hereby granted and released, and every part and parcel thereof, with the appurtenances, unto the said Henry A. Ten Broeck, his heirs and assigns, against all and every person and persons whomsoever lawfully claiming or to claim the same, shall and will warrant and forever defend by these presents.

In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

JOHN WATTS. [L. S.]

Sealed and delivered in the presence of—
AARON GIFFORD.

STATE OF NEW YORK, *Columbia county, ss.*

I, William B. Ludlow, one of the commissioners to take acknowledgments of deeds, &c., do hereby certify, that on the fifth day of July, eighteen , personally appeared before me Aaron Gifford, to me well known, who, being duly sworn, said that he saw the within John Watts, known to him to be the person as described in and by the within indenture as the grantor, who executed the same, sign, seal, and deliver the within conveyance as his act and deed, and for the uses and purposes therein mentioned; and that he, the said Aaron, subscribed his name thereto as a witness; finding no alterations or interlineations except those noted, &c., allow the same to be recorded.

W. B. LUDLOW.

STATE OF NEW YORK, *Columbia county, clerk's office, ss.*

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy from the records in this office of a deed recorded in Deed book G, pages 353, 354, and 355, and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of such original.

In testimony whereof I have set my hand and affixed the seal of the [L. S.] said court and county, this thirtieth day of November A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk.*

Recorded 27th April, 1795.

This indenture, made the first day of January, in the year of our Lord one thousand seven hundred and ninety-five, between Daniel Penfield, of the city of New York, esquire, and Mary, his wife, of the first part, and John J. Van Rensselaer, of Greenbush, in the county of Rensselaer, esquire, of the second part, witnesseth: That the said parties of the first part, for the better securing the payment of the principal and interest hereinafter mentioned, and for and in consideration of the sum of twenty-three thousand dollars, to them in hand paid by the said John J. Van Rensselaer, the receipt whereof is hereby acknowledged, hath mortgaged all that tract and parcel of land, situate, lying, and being in the town of Claverack, and in the city of Hudson, in the county of Columbia, and included within the boundaries following, to wit, that is to say: Beginning at the mouth of Major Abraham's or Kinderhook creek; thence running south eighty-four degrees and thirty-eight minutes east, ten miles; thence running south forty degrees west, as far as the right of John Van Rensselaer, the grandfather of the said John J. Van Rensselaer, extended; from thence to Wahankasick; and thence up Hudson's river to the place of beginning; excepting, reserving, and saving thereout all the lands included within the foregoing and above-described boundaries which have heretofore [been] granted by letters

patent prior to the grants, patents, or confirmations, under which the right and title of the said John J. Van Rensselaer was derived; excepting also all lands sold or granted otherwise than by lease by the late John Van Rensselaer, deceased, and the aforesaid John J. Van Rensselaer; and also all the lands granted by lease from the said John Van Rensselaer, deceased, to Robert Van Rensselaer, situate, lying, and being in the said town of Claverack, in the county of Columbia; and excepting also the quantity of fifty acres of woodland, to be granted by the said Daniel Penfield to Henry J. Van Rensselaer, and situate within the boundaries before mentioned and described, and to be by them agreed on; and excepting also all that tract of land, situate in the city of Hudson, and town of Claverack, formerly devised by Hendrick Van Rensselaer to Henry Van Rensselaer, deceased, and excepting also the farm of land in the possession of the representatives of Eytie Moore, deceased, and by the said John Van Rensselaer conveyed to John J. Van Rensselaer: provided, nevertheless, and these presents and the estate and interest hereby granted are upon this condition, that if the said Daniel Penfield, his heirs, executors, or administrators, the sum of twenty-three thousand dollars, in manner following, that is to say, the one equal third part thereof on or before the first day of January, one thousand seven hundred and ninety-seven, and one other equal third part thereof on or before the first day of January, one thousand seven hundred and ninety-nine, and the remaining third part thereof on or before the first day of January, one thousand eight hundred and one, together with interest on each of the said instalments, as parts of the said twenty-three thousand dollars annually, from the date hereof until paid, (and for securing the payment of the said twenty-three thousand dollars, together with the interest as aforesaid, these presents are intended to operate as a mortgage,) according to the tenor of the condition of a certain obligation from the said Daniel Penfield to the said party of the second part in the sum of forty-six thousand dollars, bearing even date with these presents, then these presents and the estate and interest hereby granted to cease, determine, and become void; otherwise to remain in full force and virtue, any thing herein contained to the contrary notwithstanding.

DANIEL PENFIELD, [L. S.]
MARY PENFIELD. [L. S.]

Sealed and delivered in presence of—
HENRY FELLOWS.

A true copy, ex. and compr'd per—
ROBERT VAN RENSSELAER, *Clk.*

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenbergh, clerk of the county of Columbia, and of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy, from the records of this office, of

a mortgage recorded in Mortgage book A, page 319; and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirtieth day of November, A. D. 1842.

J. A. VAN VALKENBERGH, *Clk.*

Know all men by these presents, that, in consideration of seventeen thousand two hundred and twenty-four dollars and fifty-two cents, to me in hand paid, I, Brockholst Livingston, the assignee of the within indenture of mortgage, and also of the obligation therein mentioned, for which the same is intended to operate as a collateral security, have assigned, transferred, and set over, unto Anna Cruger, of the city of New York, and relict of Nicholas Cruger, of the same place, esquire, deceased, the within indenture of mortgage, and all my right, title, interest, claim, and demand, in or to the premises therein mortgaged, and also the bond or obligation therein and hereinbefore mentioned, and all the moneys, principal and interest, now due or to grow due thereon. To have and to hold the said bond, mortgage, and all the estate, and interest, and, moneys aforesaid, unto the said Anna Cruger, her executors, administrators, and assigns, for her and their only proper use, without any liability on my part to refund any part of said consideration money, or another sum or sums of money, in any event whatever.

In witness whereof I have here, and to another assignment subjoined in the aforesaid bond, set my hand and seal this fifteenth day of January, one thousand eight hundred and one, 1801.

BROCKHOLST LIVINGSTON. [L. S.]

Witness:
JAMES PALMER, Jr.

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenbergh, clerk of the county of Columbia, and of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy, from the records in this office, of an assignment of a mortgage, recorded in Mortgage book A, page 319, and that I have compared the same with the original record, and that it is a correct transcript therefrom and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirtieth day of November, A. D. 1842.

J. A. VAN VALKENBERGH, *Clerk.*

Recorded this fourth day of March, one thousand seven hundred and ninety-four.

This indenture, made this twenty-first day of January, in the year of our Lord one thousand seven hundred and ninety-three, between

John J. Van Rensselaer, esquire, proprietor of that part of the manor of Rensselaerwyk called Claverack, and Catherine, his wife, of the one part, and Seth Tobey, of Claverack, now in the limits of Hudson, in the county of Columbia and State of New York, innkeeper, of the other part, witnesseth: That the said John J. Van Rensselaer and Catherine his wife, for and in consideration of the sum of twenty-nine pounds, shillings, current lawful money of New York, to them in hand paid by the said Seth Tobey, at or before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, and of every part and parcel thereof, do hereby acquit, release, and discharge the said Seth Tobey, his heirs, executors, administrators, and assigns forever, by these presents, have granted, bargained, sold, aliened, released, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, enfeoff, and confirm, unto the said Seth Tobey, in his actual possession now being, and to his heirs and assigns forever, all that certain lot of wood land, situate, lying, and being at Claverack, in the limits of Hudson, in the county of Columbia, beginning at a hickory tree marked with the letters S. T., and runs from thence north twenty-eight degrees east, ten chains, &c.; thence north thirty-three degrees east, twenty chains; north fifty-three degrees west, eight chains; thence south twenty-five degrees west, three chains; thence south eighteen degrees west, eighteen chains; thence south twenty-five degrees west, ten chains, to a large chestnut tree, marked; thence south fifty-two degrees east, three chains and fifty links, to the aforesaid hickory tree or place of beginning, containing fourteen and a half acres, rod, together with all and singular the houses, out-houses, buildings, orchards, gardens, lands, meadows, commons, pastures, feedings, trees, woods, underwoods, ways, waters, water-courses, profits, commodities, advantages, emoluments, and hereditaments whatsoever to the said piece and parcel of land and premises belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents and services of all and singular the said premises above mentioned, and every part and parcel thereof, with their and every of their appurtenances; and also all the right, title, interest, claim, and demand, whatsoever, both in law and equity, of him, the said John J. Van Rensselaer and Catherine, his wife, of, in, and to the same, and of, in, and to every part and parcel thereof, with the appurtenances; to have and to hold all and singular the said land, hereditaments, and premises above mentioned, and every part and parcel *and parcel* thereof, with their and every of their appurtenances, unto the said Seth Tobey, his heirs and assigns, to the only proper use and behoof of him, the said Seth Tobey, his heirs and assigns, forever; and the said John J. Van Rensselaer, for himself, his heirs, executors, and administrators, and for every of them, doth covenant and agree, to and with the said Seth Tobey, his heirs and assigns, and to and with every of them, by these presents, in manner and form following, that is to say, that the said John J. Van Rensselaer now is the true and lawful owner of the said piece or parcel of land, hereditaments, and all and

singular the premises hereby granted or mentioned to be hereby granted, and of every part and parcel thereof, and is rightfully and absolutely seized of every part and parcel thereof, of a sure, perfect, and indefeasible estate of inheritance, in fee simple, without any manner of condition, proviso, limitation, of any use or uses, or any matter or thing to alter and determine the same, and that he hath good right, just title, and lawful and absolute authority to grant, bargain, sell, alien, remise, release, and confirm the same unto the said Seth Tobey, his heirs and assigns, in manner aforesaid; and further, that he, the said Seth Tobey, his heirs and assigns, shall and may, from time to time, and at all times hereafter, lawfully and rightfully have, hold, use, occupy, possess, and enjoy the said piece or parcel of land, farm, and premises aforesaid, and every part and parcel of them, and the rents, issues, and profits of the same, receive and enjoy, and take to and for his and their proper use, benefit, and behoof, without any lawful let, suit, trouble, denial, interruption, or molestation of, or by, the said John J. Van Rensselaer and Catherine, his wife, or by any other person or persons, whatsoever; and that free and clear, and clearly and freely, and clearly and absolutely acquitted and discharged of and from all former and other gifts, grants, bargains, sales, leases, mortgages, judgments, executions, fines, forfeitures, amercements, entails, dowers, rights, and titles of dower jointures, and of and from all other charges, titles, troubles, and incumbrances whatsoever, made, done, committed, or suffered by the said John J. Van Rensselaer and Catherine, his wife, and the said John J. Van Rensselaer and his heirs, the said piece or parcel of land and premises aforesaid intended to be hereby granted and released, and every part and parcel of them, unto the said Seth Tobey, his heirs and assigns, against the said John J. Van Rensselaer and Catherine, his wife, and against all and every other person or persons whomsoever, shall and will warrant and forever defend, by these presents; and further, the said John J. Van Rensselaer, for himself and his heirs, covenants and agrees, that he and his heirs, and other person or persons, having or claiming in the premises, by, from, or under him, shall and will, from time to time, and at all times hereafter, make, do, and execute, or cause to be made, done, and executed, all and every such lawful and reasonable act and acts, thing or things, conveyance and conveyances, in the law for the further, and better, and more perfect conveying, granting, and assuring of all and singular the premises hereby intended to be granted and released, unto the said Seth Tobey, his heirs and assigns, to the only proper use, benefit, and behoof, of him, the said Seth Tobey, his heirs and assigns, as by his or their counsel, learned in the law, shall be reasonably devised, advised, or required. In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written. JOHN J. VAN RENSSELAER, [L. S.]
CATHERINE VAN RENSSELAER. [L. S.]

Sealed and delivered in the presence of—
J. Rutson Van Rensselaer,
Simon Glen.

Received of the day and date within written, of and from the within named Seth Tobey, the sum of twenty-nine pounds, within mentioned, being the full consideration money agreed to be paid.

JOHN J. VAN RENSSELAER.

A true copy. Ex. and comp'd per

ROBERT VN. RENSSELAER, *Clerk.*

STATE OF NEW YORK,

Columbia county, clerk's office, ss.

I, J. A. Van Valkenberg, of the county of Columbia, and also clerk of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy from the records in this office, of a deed recorded in deed book A, pages 149 and 150, and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of such original.

In testimony whereof I have hereunto affixed the seal of the said court and county, this 30th day of November, A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk.*

Registered this 8th day of May, one thousand seven hundred and ninety-four.

This indenture, made the seventh day of May, in the year of our Lord one thousand seven hundred and ninety-four, between John J. Van Rensselaer, of Greenbush, in the county of Rensselaer, esquire, of the first part, and Elihu Coffin, of the town of Claverack, in the county of Columbia, farmer, of the second part: Whereas, John Van Rensselaer, deceased, in his lifetime, by indenture of lease, bearing date the second day of May, in the year of our Lord one thousand seven hundred and seventy-four, made between the said John Van Rensselaer, by the name of John Van Rensselaer, of the county of Albany, in the province of New York, esquire, of the one part, and Adolphus Dingmanse, of the same place, yeoman, of the other part, did for the consideration therein mentioned grant, and to farm let, unto the said Adolphus Dingmanse, all that certain piece, parcel, or farm of land hereinafter particularly described, being part of a larger tract of land granted by said John Van Rensselaer to the said Adolphus Dingmanse, to have and to hold the said farm or parcel of land, with the appurtenances, to the said Adolphus Dingmanse, his heirs and assigns forever; and whereas the said Elihu Coffin, in virtue of sundry mesne conveyances, is become seized of said farm, piece, or parcel of land hereinafter described, part of said larger tract granted as aforesaid, and of all the right, title, interest, property, and claim which the said Adolphus Dingmanse had of, in, or to the same, under or by virtue of the above in-recited indenture; and whereas the said John J. Van Rensselaer is seised of the rents, payments, and reversions, saved and reserved to the said John Van Rensselaer, and covenanted to be made, paid, and kept, by the said Adolphus Dingmanse, his heirs, executors, administrators, and assigns, in and by the said in-recited indenture of lease, so far as the same

respects lands hereinafter conveyed. Now, this indenture witnesseth, that the said John J. Van Rensselaer, for and in consideration of the sum of one hundred and twenty pounds, current lawful money of New York, to him in hand paid, hath granted, bargained, assigned, transferred, and set over, released and discharged, and by these presents doth grant, bargain, assign, transfer, release, and discharge, unto the said Elihu Coffin, and to his heirs [and] assigns forever, all and singular the said rents, payments, covenants, and reservations saved to the said John Van Rensselaer, and conditioned to be kept and performed by the said Adolphus Dingmanse, his heirs and assigns, and all the rights, titles, interests, property, claim, or demand whatsoever, either in law or equity, of him, the said John J. Van Rensselaer, of, in, and to all and singular that farm, piece, or parcel of land situate, lying, and being at Claverack, in the county of Albany, now the town of Claverack, in the county of Columbia; beginning on the north of the lands of John Diedrick, lately deceased, now in the possession of Jeremiah Landt and Christian Teel; on the east by the lands heretofore owned by Nicholas Martin, but now by Nathaniel Barrearn and Jacob Watlearin; and on the south and west by the lands of Richard Deyo, containing about one hundred acres; to have and to hold the said farm or parcel of land, with all and singular the appurtenances, unto the said Elihu Coffin, his heirs and assigns forever, free and clear, and freely and clearly, and absolutely exonerated, discharged, and acquitted of and from all and every the said rents, payments, covenants, conditions, and reversions, covenanted and conditioned in and by the said in part recited indenture of lease; and the said John J. Van Rensselaer, for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, to and with the said Elihu Coffin, his heirs and assigns, that he, the said John J. Van Rensselaer, hath in himself full power and lawful authority to grant and release all and singular the rents, payments, covenants, and conditions, and reservations contained and limited in the said in part recited indenture, and that the said premises are free and clear of and from any other or former gift, grant, assignment, or other incumbrance whatsoever, made, done, or suffered by him, the said John J. Van Rensselaer; and that he, the said John J. Van Rensselaer, his heirs, executors, and administrators the said above described piece of land free and clear, and freely and clearly, discharged and acquitted of and from the said indenture of lease, and of and from all and every real payment, covenant, condition, and reversion therein made, saved, reserved, conditioned, or limited, to the said John Van Rensselaer, his heirs, executors, administrators, and assigns, to the said Elihu Coffin, his heirs and assigns, against him, the said John J. Van Rensselaer, and all and every other person or persons, lawfully claiming or to claim, by these presents will forever warrant and defend.

In witness whereof the said John J. Van Rensselaer hath hereunto set his hand and seal the day and year above written.

JOHN J. VAN RENSSELAER. [L. S.]

Sealed and delivered in the presence of—
ROBT. VAN RENSSELAER,
J. RUTSON VAN RENSSELAER.

A true copy, ex'd and comp'd per
ROBERT VAN RENSSELAER, *Clerk.*

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and also clerk of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy from the records in this office of a deed recorded in Deed book A, pages 157 and 158, and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of such original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this 30th day of November, A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk.*

Recorded the twelfth day of March, 1789.

This indenture, made the sixteenth day of February, in the year of our Lord one thousand seven hundred and eighty-seven, between John Van Rensselaer, of Greenbush, in the county of Albany, esqr., of the first part, and Jeremiah Van Rensselaer, of the city of Albany, gentleman, of the second part, witnesseth: That the party aforesaid of the first part, for and in consideration of the sum of twenty pounds, to him in hand paid by the party aforesaid of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold, remised, released, enfeoffed, and confirmed, and by these presents doth grant, bargain, sell, remise, release, enfeoff, and confirm, unto the said Jeremiah Van Rensselaer, in his actual possession now being, by virtue of a bargain, sale, and lease to him thereof made by the said party of the first part, by indenture bearing date the day next before the day of the date of these presents, and by force of the laws for transferring uses into possession, and to his heirs and assigns forever, all that certain piece of land, situate, lying, and being at Cleverack, on the east side of the post road, bounded on the east by lands leased and in the possession of Jurian Smith; on the south by the lands leased and in the possession of Maritee Valkenburgh; on the north by lands in the possession of Jacob Skinkle, and on the west by land of Henry Van Rensselaer, estimated at seven acres, be the same more or less; together with all and singular, the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, claim, or demand whatsoever, of the party aforesaid of the first part, either in law or equity, of, in, or to the said premises or appurtenances; to have and to hold the above bargained premises, to the party aforesaid of the second part, his heirs and assigns, to the sole

and only use, benefit and behoof of the party aforesaid of the second part, his heirs and assigns forever; and the party aforesaid of the first part, for himself, his heirs, executors, and administrators, doth covenant, grant, bargain, promise, and agree, to and with the party aforesaid of the second part, his heirs and assigns, that the above bargained premises, in the quiet and peaceable possession of the party aforesaid of the second part, his heirs and assigns, against all and every person or persons lawfully claiming, will forever warrant and defend, and by these presents.

In witness whereof the parties to these presents, indentures, have interchangeably set their hands and seals the day and year first above written.

JOHN J. VAN RENSSELAER. [L. S.]

Sealed and delivered in the presence of—
JACOB BLEEKER, Junr.
HENRY COTHOUDT.

Proved by Henry Cothoudt before the honorable Robt. Yates, on the seventh day of March, one thousand seven hundred and eighty-nine.

A true copy, ex'd and comp'd per

VAN RENSSELAER, *Clerk*.

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and also clerk of the court of common pleas, in and for said county, do hereby certify, that the foregoing is a true copy from the records in this office, of a deed recorded in Deed book A, pages 59 and 60, and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of said original.

In testimony whereof I have hereunto set my hand and affixed the seal of the said court and county, this 30th day of November, [L. S.] A. D. 1842.

J. A. VAN VALKENBURGH, *Clerk*.

This indenture, made the fourth day of May, in the year of our Lord one thousand eight hundred and two, between Daniel Penfield, of the city of New York, in the county of New York, esquire, and Mary, his wife, of the first part, and Jacob and Elias New, of Claverack, in the county of Columbia, farmer, of the second part, witnesseth, that the said Daniel Penfield and Mary, his wife, for and in consideration of the sum of two thousand dollars, to them in hand paid by the said Jacob and Elias New, at and before the ensealing and delivery of these presents, the payment whereof is hereby confessed, have given, granted, bargained, sold, aliened, released, and confirmed, and by these presents do give, grant, bargain, sell, alien, release, and confirm, unto the said Jacob and Elias New, and their heirs and assigns, forever,

all that farm of land, situate, lying, and being in Claverack, in the county of Columbia, and State of New York, beginning in the division line with the heirs of Col. John Van Rensselaer, deceased, at a stake and stones, eleven links west from a large white oak tree, cornered; runs thence north sixty-nine degrees west, five chains; north eighty-five degrees west, five chains sixty links, to a small black oak tree, corner; north sixty degrees west, six chains sixty-six links, to a small chestnut tree, corner, at the foot of a hill; north twenty-six degrees east, one chain thirty-seven links, to a small white oak tree corner, at the corner of the fence; north sixty degrees forty-five minutes west, five chains forty-six links; north forty-one degrees thirty minutes west, fourteen chains; north sixty-five degrees west, three chains forty-six links; north thirty-one degrees thirty-one minutes west, four chains; north forty-nine degrees thirty minutes west, three chains, to a chestnut tree corner; north thirty-seven degrees west, two chains fifty links, to a chestnut sapling corner, on the easterly side of a road; north twenty-six degrees fifteen minutes east, four chains seventy-eight links, to the most southerly corner of the land conveyed to Henry Shufelt (a large black oak tree) standing on the west side of said road; thence along his bounds north fifty-three degrees east, three chains seventy-five links; north eight degrees east, seven chains, eighty links, to the crotch of the roads; north forty-five degrees east, seven chains eighty links; north twenty-eight degrees east, nine chains seventy links, to a heap of stones, the beginning place of said Shufelt's land; north ten degrees thirty minutes east, eleven chains, to a white oak tree, and north fourteen degrees east, three chains thirty-five links; south eighty-five degrees fifteen minutes east, twelve chains eighty links; south fifty-four degrees east, four chains, to a stake on the north side of the aforesaid road; north sixty-eight degrees forty-five minutes east, six chains; north seventy-eight degrees east, nine chains eight links, to the bounds of the farm leased to John Edmonds, at or near a black oak corner tree; thence along said bounds, south thirty-one degrees west, one chain forty links; south twenty-six degrees west, two chains thirty links, and south seven degrees east, eight chains seventy links, to the division fence with Jacobus Delamatter; south twenty-five degrees west, thirteen chains seventy links, to a stump; south sixteen degrees fifteen minutes east, seven chains, to a small black oak tree corner; south sixty-seven degrees east, eight chains seventy links; south nine degrees east, two chains thirty links; south nineteen degrees west, five chains thirty links; south twelve degrees forty-five minutes east, four chains seventy links; south eight degrees east, five chains ninety links, to a hickory sapling corner, standing in the aforesaid division line; thence along the same, as run and marked in the year 1784, south forty degrees west, twenty-six chains, to the place of beginning, containing two hundred and fifty and a half acres, exclusive of one and three-fourths acres heretofore leased [to] Nicholas Simon, and which is hereby excepted and reserved, together with all and singular the hereditaments and appurtenances to the

same belonging or in any wise appertaining; to have and to hold the said land and premises, with their and every of their appurtenances, hereby granted unto the said Jacob and Elias New, their heirs and assigns, forever; and the said Daniel Penfield, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, and agree, to and with the said Jacob and Elias New, their heirs and assigns, in manner and form following, that is to say, that they, the said Jacob and Elias New, their heirs and assigns, shall and may, at all times hereafter, peaceably and uninterruptedly have, hold, occupy, possess, and enjoy the said lands and premises hereby granted, with all and singular the hereditaments and appurtenances thereto appertaining, freed and discharged of and from all claims, demands, or incumbrances, done, committed, or suffered by the said Daniel Penfield, or done, committed, or suffered by John J. Van Rensselaer, or those under whom he claimed or derived title to the said lands and premises, with the hereditaments and appurtenances thereto belonging or appertaining; and also that he, the said Daniel Penfield, shall and will forever hereafter warrant and defend the said lands and premises, with their and every of their appurtenances, to be and remain in the peaceable and uninterrupted possession of the said Jacob and Elias New, against all persons claiming the same lands and premises, or any part or parcel thereof, except as to any incumbrances or acts which he may have done or committed, to charge, or incumber, or affect the same by the said Jacob and Elias New, or those claiming or deriving title to the said lands and premises, or some or any part thereof, under him.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

DANIEL PENFIELD, [L. S.]
MARY PENFIELD. [L. S.]

Sealed and delivered in the presence of—
Wm. McKinstry.

State of New York:

I, Hezekiah L. Hosmer, one of the masters in chancery of the said State, do hereby certify, that on the fourth day of May, in the year of our Lord one thousand eight hundred and two, before me, personally came Daniel Penfield and Mary, his wife, to me well known to be the same persons in the within deed described; and the said Daniel acknowledged that he executed the same freely for the uses therein mentioned; and the said Mary being privately examined by me, separate and apart from her said husband, confessed that she executed the same freely, without any fear or compulsion of her said husband; and I having examined the same, and finding therein no material erasures or interlineations, do allow it to be recorded.

H. L. HOSMER.

Recorded the 4th day of May, 1802.

A true copy of the original.

R. HOGEBOOM, *Clerk*.

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, J. A. Van Valkenburgh, clerk of the county of Columbia, and also clerk of the court of common pleas in and for the said county, do hereby certify, that the foregoing is a true copy from the record in this office of a deed recorded in Deed book A, pages 373, 374; and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of said original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirtieth day of November, eighteen hundred and forty-two.

J. A. VAN VALKENBURGH, *Clerk*.

Recorded the eighteenth day of August, in the year one thousand eight hundred and one.

This indenture, made the thirteenth day of June, in the year of our Lord one thousand eight hundred and one, between Daniel Penfield, of the city of New York, in the county of New York, esquire, and Mary, his wife, of the first part, and Jacob F. Stopplebeen, of Claverack, in the county of Columbia, farmer, of the second part, witnesseth: That the said Daniel Penfield and Mary, his wife, for and in consideration of the sum of ten hundred and seventy-five dollars, to them in hand paid by the said Jacob F. Stopplebeen at and before the ensealing and delivery of these presents, the payment whereof is hereby confessed, have given, granted, bargained, sold, aliened, released, and confirmed, and by these presents do give, grant, bargain, sell, alien, release, and confirm, unto the said Jacob F. Stopplebeen, and to his heirs and assigns forever, all that certain piece or parcel of land situate, lying, and being in Claverack, in the county of Columbia, and State of New York, beginning at the southeast corner of the farm a stake, and being the northeast corner of Martin Stopplebeen's farm, said stake bears north eleven degrees east, distant one chain seventy-four links from a stake in the corner of the fence on the north side of the road, and runs thence north eleven degrees east, five chains twenty-one links, north three degrees forty-five minutes east, three chains forty-three links, north twenty-three degrees thirty minutes west, eleven chains sixty-five links, to a stake two links southwesterly from a white oak sapling, corner; north forty-one degrees fifteen minutes west, three chains fifteen links, north five degrees fifteen minutes west, four chains five links, to a stake standing four links northwesterly from a white oak sapling, corner, standing on the corner of the fence; north six degrees fifteen minutes east, eight chains fifty links, at seven chains twenty-one links to a small pitch pine, cornered, supposed to be a corner for the division between Jacob and John Morel, surveyed by Thos. Williams, north thirty-three degrees forty-five minutes east, five chains ninety links north, eleven degrees forty-five minutes east, five chains, north forty-four degrees forty-five minutes east, four chains, north five degrees forty-five minutes

east, three chains forty-two links, to a stake on the division fence with Michael Waltermyre; thence along the same, north sixty-eight degrees fifteen minutes west, fifteen chains twenty links, south twenty-eight degrees forty-five minutes west, three chains ninety-five links, south thirteen degrees fifteen minutes west, eight chains forty-five links, south five degrees forty-five minutes east, one chain fifty-three links, south twenty degrees forty-five minutes west, five chains thirty-five links to a stake forty-four links southwesterly from a white oak tree with old blazes; north sixty degrees fifteen minutes west, four chains fifteen links, north eighty-eight [degrees] forty-five minutes west, five chains thirty-six [links] to a small chesnut stump, corner; thence along the bounds of Jacob Waltermyre's farm, north eighty-two degrees fifteen minutes west, two chains eighty-four links to a black oak tree, corner; south five degrees forty-five minutes west, five chains twenty-five links, south eighty-eight degrees forty-five minutes west, twelve chains ninety-five links to a stake and stones at the fence; south sixty-four degrees forty-five minutes west, two chains thirty-three links, south thirty minutes west, fourteen chains fifty-seven links, to a small black oak tree, cornered; south fourteen degrees fifteen minutes west, one chain to a stake, cornered, being the southwest corner of this farm, and the northwest corner of Martin Stopplebeen's farm; south sixty-nine degrees east, fifty chains sixty-two links, to the place of beginning, containing one hundred and forty-three and one-fourth acres; together with all and singular the hereditaments and appurtenances to the same belonging, or in any wise appertaining; to have and to hold the said lands and premises, with their and every of their appurtenances hereby granted, unto the said Jacob F. Stopplebeen, his heirs and assigns, forever. And the said Daniel Penfield, for himself, his heirs, executors, and administrators, doth hereby covenant, grant, and agree, to and with the said Jacob F. Stopplebeen, his heirs and assigns, in manner and form following, that it is to say: that he, the said Jacob F. Stopplebeen, his heirs, shall and may, at all times hereafter, peaceably and uninterruptedly have, hold, occupy, possess, and enjoy the said land and premises hereby granted, with all and singular the hereditaments and appurtenances thereto appertaining, freed and discharged of and from all claims, demands, or incumbrances, done, committed, or suffered by the said Daniel Penfield, or done, committed, or suffered by John J. Van Rensselaer, or those under whom he claimed or derived title to the said lands and premises, with the hereditaments and appurtenances thereto belonging or appertaining; and also that he, the said Daniel Penfield, shall and will, forever hereafter, warrant and defend the said land and premises, with their and every of their appurtenances, to be and remain in the peaceable and uninterrupted possession of the said Jacob F. Stopplebeen, against all persons claiming the same lands, premises, or any part or parcel thereof, except as to any incumbrances or acts which may have been done or committed, to charge, incumber, or affect the same, by the said Jacob F. Stopplebeen, or those claiming or deriving title to the said lands and premises, or some or

any part thereof, under him. In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written, the word hundred in the fifth line written on an erasure before execution.

DANIEL PENFIELD, [L. S.]
MARY PENFIELD. [L. S.]

WM. MCKINSTRY,
H. L. HOSMER.

STATE OF NEW YORK, *ss.*

I, Hezekiah L. Hosmer, one of the masters in chancery of the State of New York, do hereby certify, that, on the thirteenth day of August, in the year one thousand eight hundred and one, personally appeared and came before me Daniel Penfield and Mary, his wife, to me well known to be the same persons within described; and the said Daniel acknowledged that he executed the within deed freely, for the uses therein mentioned; and the said Mary, being privately examined by me separate and apart from her said husband, confessed she executed the same freely, without any fear or compulsion of her said husband; and I, having examined the same, and finding therein no material erasures, interlineations, but those duly noted, do allow it to be recorded.

H. L. HOSMER.

Copy ex'd and comp'd by—
J. RUTSON VAN RENSSELAER,
Clerk.

STATE OF NEW YORK,
Columbia county, clerk's office, ss.

I, Jehoiakim A. Van Valkenburgh, clerk of the county of Columbia, and also clerk of the court of common pleas in and for said county, do hereby certify, that the foregoing is a true copy from the records in this office of a deed recorded in Deed book A, pages 321 and 322; and that I have compared the same with the original record, and that it is a correct transcript therefrom, and of the whole of said original.

In testimony whereof I have hereunto set my hand and affixed the [L. S.] seal of the said court and county, this thirtieth day of November, eighteen hundred and forty-two.

J. A. VAN VALKENBURGH,
Clerk.

C.C.

This indenture, made the fifteenth day of October, in the year one thousand eight hundred and six, between Daniel Penfield, of the city, county, and State of New York, esquire, and Mary, his wife, of the first part, and John Watts, of the same place, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of forty thousand dollars to them in hand paid by

the said party of the second part, before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledge, have granted, bargained, and sold, assigned, released, and set over, aliened, enfeoffed, assured, and confirmed, and by these presents do fully, freely, and absolutely grant, bargain, and sell, assign, release, and set-over, alien, enfeoff, assure, and confirm, unto the said party of the second part, his heirs and assigns forever, all the following pieces, parcels, or tracts of land, situate, lying, and being in the town of Claverack, and city of Hudson, in the county of Columbia, and
305 *State* aforesaid, being part and parcel of the manor of Rensselaerwick, butted, bounded, and described as follows, to wit: All those certain farms now or lately in the tenure and occupation of the several persons hereafter named, each respective farm containing the quantity of land after the name of the occupants thereof, expressed according to a survey thereof made by William Cockburn and Frederick Hauser, for the said Daniel Penfield and John J. Van Rensselaer, in the year one thousand seven hundred and ninety-nine, and to which said survey and map, made in pursuance thereof, reference is hereafter had, to wit: Jonas Underwood, George
306 Birch, and Tristam Bunker, one *hundred* and fifty-five acres. Henry Burtle, fifty acres. Thomas Worth, eighty-six acres. Peter Silvernail, eight acres. The heirs or devisees of John Van Deusen, deceased, ninety-five acres and three quarters. The widow of Gabriel Esselstyne, Peter Whitbeck, and Abraham L. Fonda, Garret Rowan, and Elizabeth Mott, deceased, seventy-nine acres; Dirck De La Matter, sixty-two acres and a half. The heirs or devisees of Jerome Hallenbeck, deceased, the heir or devisees of Robert Hallenbeck and William Hallenbeck, four hundred and sixty acres; Jacob Helen and Jacob Skinkle, one hundred and sixty-six
307 acres and one quarter; Dirck Van Deusen, and *the* widow, or heirs, or devisees of Daniel Coffin, deceased, two hundred and sixty-five acres. The widow and heirs of Peter I. Hardie, deceased, two hundred and seventeen acres. Bartholomew Hogeboone and John C. Hogeboone, two hundred and eighty-one acres and one half. John Harden, Benjamin Harden, and Peter Sharp, one hundred and eighty-seven acres. Stephen Hogeboone and Samuel B. Webb, one hundred and fifteen acres and a half. James Legget, and the widow and devisees of Tobias Legget, deceased,
308 four hundred and ninety-seven acres. Stephen H. Muller, *the* devisees and assigns of Cornelius C. Muller, and Jeremiah C. Muller, and their assigns; Stephen Hogeboone and the devisees of Walter V. Wemple, deceased; Jeremiah De La Matter and Phineas Freeland, two hundred and seventy-nine acres. John Bay, Jeremiah Fonda, William Van Ness, William Bay, William Cantine, George Monell, Mary Strong, Frederick Baldwin, and the devisees of Walter V. Wemple, deceased, forty-eight acres. Henry Beaver, Jeremiah C. Muller, Johannes C. Muller, and Cornelius Fonda, three hundred and seventy-eight acres and three quarters. Fite

Mesick and John Mesick, one hundred and thirty-five acres and a quarter. Jacob Michael, one hundred and sixty-nine acres; the devisees of Johannes E. *Bloss*, four hundred and thirty-two acres; 309
Peter Groat, two hundred acres; the widow and devisees of Jacobus Philip, deceased, one hundred and fifty-nine acres; Hendrick Snyder, three hundred and fifty-one acres and a quarter; William Philip, Hendrick Philip, and Thomas Storm, two hundred and eighty-two acres; the said William Philip and Henry Philip, the devisees of George Philip, deceased—the said Thomas Storm and William Peru, one hundred and forty-five acres and a half; Jonathan Rees and brother, one hundred acres; Hendrick Skinkle and George C. Smith, two hundred and seventy-one acres and *a* quar- 310
ter; Johannes P. Smith and Peter Brewer, fifty-three acres; Johannes Smith, one hundred and twenty-eight acres; Peter Whitbeck, nineteen acres and three quarters; the devisees of Henry Van Rensselaer, deceased—the Dutch Protestant Reformed Church in the town of Claverack, the devisees of Walter V. Wemple, deceased, and Anthony Tendwick, two hundred and eighty-four acres; part of the farm leased to John Ussman, deceased, the twenty-sixth day of February, in the year one thousand seven hundred and sixty-three, on the eastern side of the Claverack creek, fifty-two acres; Peter Van Hoesen, John *Van* Hoesen, and the heirs of 311
Abraham Van Hoesen, deceased, five hundred and eighty-four acres; Joachim Vanderkan and the heirs of Dirck Vanderkan, deceased, three hundred and nineteen acres; Israel White and John P. Smith, one hundred and five acres and three quarters, the whole of which said several farms were conveyed in fee simple, by certain indentures made between Hendrick Van Rensselaer and John Van Rensselaer, deceased, respectively, bearing date the days and years mentioned in the first and second columns of the schedule marked A, hereto annexed, as part *and* parcel of these 312
presents; and the several persons named in the third column of the said schedule, opposite to the said dates, as by the said schedule, reference being thereto had, will more fully appear, upon payment by the said grantees, and their heirs and assigns, to the said grantors and their heirs and assigns, and of certain annual rents, and the render of certain services in the said indentures particularly set forth; and subject also to divers other terms, conditions, exceptions, reservations and provisoes in the said several indentures also set forth, as by the said respective indentures in *the* said manor, denomi- 313
nated tenth leases, reference being thereto had, will more fully and at large appear; except the following pieces or parcels thereof, which have not at any time heretofore been granted or disposed of, and are not comprehended within the limits, descriptions, and boundaries in the said indentures contained, though intended by these presents to be granted and conveyed by the said parties of the first part to the said party of the second part. Each respective piece or parcel containing *the* quantity hereafter ex- 314

pressed, to wit, twenty-one acres and three quarters, part of the aforesaid farm now or late in the tenure and occupation of Stephen Hogeboone and Samuel B. Webb; five acres, part of the aforesaid farm, now or late in the tenure and occupation of Stephen H. Muller, the devisees and assigns of Cornelius C. Muller and Jeremiah C. Muller, and their assigns, Jeremiah J. De La Matter, Stephen Hogeboone, Phineas Freeland, and the devisees of Walter V. Wemple, deceased; fifty-nine acres and three quarters, part
315 of the aforesaid farm, now or late in the tenure *and* occupation of *Henry Beaver, Jeremiah C. Muller, Johannes C. Muller, and Cornelius Fonda;* twenty acres and a quarter, part of the aforesaid farm, now or late in the tenure and occupation of Fite Mesick and John Mesick; nineteen acres, part of the aforesaid farm, now or late in the tenure and occupation of Jacob Michael. Two acres and a quarter, part of the aforesaid farm, now or late in the tenure and occupation of Hendrick Snyder. Forty-six acres and three quarters, part of the aforesaid farm, now or late in the tenure and occupation of Hendrick Philip, William Philip, and Thomas
316 Storm. One hundred and twelve acres, part of *the* aforesaid farm, now or late in the tenure and occupation of Joachim Vanderker and the heirs of Dirck Vanderker, deceased; and also all those other certain farms now or lately in the tenure and occupation of several other persons hereafter named. Each respective farm containing, also, according to the survey aforesaid, the quantity of land after the name of the occupant or occupants thereof expressed, to wit, Jacob Anderson and John Anderson, two hundred and fifty-four acres; Philip H. Baille, eighty-eight acres; Jacob Bent, one hundred and ninety-six acres and three quarters;
317 Peter Benham, one hundred and twenty-*three* acres; Joseph Hyatt, fifty-five acres and three quarters; Jonathan Becraft, one hundred and four acres and three quarters; Abraham Becraft, eighty-two acres; David Becraft, forty-two acres and a half; Hermanno Sagendorph, seventy-nine acres; Jacob Baghman, one hundred and forty-nine acres; the widow, or heirs, or devisees of Jucey Clapper, deceased, two hundred and twelve acres; William Clapper, one hundred and seventy acres; John Murphy, fifteen acres and three quarters. The heirs of Carparus Congue,
318 fifty-one acres *and* a half; Jacob Camar, fifty-two acres; the Dutch Protestant Reformed Church, in the town of Claverack, thirty-nine acres; Augustus Morey, ninety-seven acres; the heirs of Jacob F. Miller, deceased, two hundred and thirty-six acres; Andrew McCarshore, two-hundred and twenty acres and a half; Lawrence Deil, jun., forty-seven acres and a quarter; Christopher Deil, jr., one hundred and thirty-five acres and a quarter; William Link, thirty-six acres and a quarter; Philip Dunspaugh, forty-two acres and a quarter; Adam G. Enwright, seventy-two
319 acres and three quarters; James Elting, three hundred and *eight* acres; James I. De La Matter and Peter Degee, two hundred and

seven acres and a half; Charles Everts, sixty-six acres; Jacob Esselstyne and Cornelius Esselstyne, three hundred and twenty-four acres; John G. Gebhard, twenty-eight acres and a quarter; Peter Groat; fifteen acres; John R. Hallenbeck, sixty-three acres and a half; Jonas Rossman, one hundred and sixty-two acres; John Hoesapple, one hundred and fourty-one acres; Adam Hayden, two hundred and fourty-four acres and a half; the heirs of Matthias Hallenbeck, deceased, one hundred and thirty-one acres; Christopher Hornssager, one hundred and thirty-one *acres* and an 320
half; Michael Hess, ninety-three acres and three quarters; Christian Hanse, nineteen acres; Jacob I. Harder, one hundred and sixty-two acres and three quarters; Phillip Hainer, one hundred and fifty-nine acres; Henry Hoesapple, one [hundred] and twelve acres; Samuel Hollenbeck, one hundred and twenty-five acres and a quarter; James I. Morrison and Conrad Morrison, two hundred and thirty-five acres; the devisees of Johannas Kells, deceased, two hundred and twelve acres; Andries Lasse and Jacob Lasse, three hundred and *two* acres; Thomas Nash, one hundred and seventy-eight acres 321
and three quarters; Hendrick Snyder, forty-nine acres; William Lerik, thirty-six acres; Christian Landt, eighty-eight acres and a half; the widow of Lawrence Landt, deceased, and his devisees, ninety-six acres; Jacob Waltzmeyer, one hundred and ninety-one [acres] and three quarters; John Gardner, two hundred and five acres; Roeliff and Henry M. Mesick, one hundred and forty-seven acres; Ananiah Jones, one hundred and five acres and a half; John Morrel, two hundred and three acres; Fite Mesick and John Mesick, thirty-four acres; John Wilhelmi, eighty-one acres; William Ashley, three hundred and twelve acres and a quarter; Henry F. Miller, *one* hundred and forty-five acres; Christopher A. Miller, one 322
hundred and forty-five acres; James De La Matter, fourteen acres; Jacobus Degoe, twenty-eight acres and an half; John J. Miller, sixteen acres and three quarters; Jeremiah J. Miller, one hundred and nine acres and an half; John A. Morrison, thirty-four acres; the heirs of Joachim Miller, eighty-seven acres; Henry H. Mesick and Rœliff Mesick, fifty-seven acres; Lemuel Murger, one hundred and seventeen acres and three quarters; Jacob P. Harder, forty-one acres and three quarters; Simon New, one hundred and twenty-four acres; Peter New, one *hundred* and three acres *and* 323
three acres and an half; Hendrick Ostrander, one hundred and nineteen acres and an half; Jacobus Ostrander, ninety-five acres and a quarter; Jacob E. Plature, one hundred and seventy-one acres; Jacob S. Miller, one hundred and sixty-one acres; the heirs or devisees of Luther Trowbridge, deceased, eighty-eight acres and a quarter, being the farm formerly owned by Nathaniel Barnum, and by him sold to said Trowbridge; George M. Pulty, eighty acres; Peter W. Pulver, one hundred and forty-three acres; the widow and devisees of Jacobus Philip, deceased, sixty-six acres and a half; *Cornelius* T. Miller, fifty-five acres; An- 324

dries Hermance, one hundred and seventy-seven acres and an half; Hendrick Ostrander, twenty-five acres; the devisees of William H. Ludlow, deceased, one hundred and ninety-eight acres; the heirs of Hendrick Shultz, deceased, and Johanna Shultz, three hundred and sixty-four acres and an half; Lawrence Deale, two hundred and twenty-three acres and a quarter; Uldrick Lowers, ninety-five acres; Hendrick Ostrander, twenty acres; Joseph Jones, one hundred and twelve acres and an half; Johannes Snyder, one hundred and three acres and three-quarters; Lawrence Deal, jun., one hun-
325 dred and five *acres* and a half; Jonas Skinkle, one hundred and twenty-two acres; David Southard, one hundred and eighteen acres and an half; Annaniah Storrs, eighty-one acres; Jacob Sharp, one hundred and twenty acres; Jacob Sharp and John Sharp, one hundred and seventy-eight acres; Cornelius Esselstyne, one hundred and twenty-one acres; George Lowre, one hundred and thirty-eight acres and three-quarters; Corlagh Stalp, eighty-seven acres and one-quarter; Jeremiah Saton, one hundred and six acres; Peter Bode, ten acres; Martinus Stopplehern, one hundred and forty-three acres and a quarter; Thomas Williams, thirty-four acres and an half;
326 Jerrey Tater, eighty-four acres and a *quarter;* the devisees of Jeremiah Ten Broeck, deceased, four hundred and twenty-three acres and three-quarters; Joseph Powers, thirty-six acres and a quarter; Nicholas Sink and Wilhelmus Sink, two hundred and forty-eight acres; Tobias S. Van Deusen, one hundred and twelve acres and a quarter; John J. Van Deusen, ninety-eight acres and three-quarters; Thomas Mesick, one hundred and twenty-one acres and an half; Simeon New, one hundred and fifty-eight acres and an half; John Van Hoesen, ninety-seven acres and a quarter; Elias New, one hundred and fifty-eight acres and an half; Jacob Waggener,
327 and Solomon *Smith*, two hundred and fifty-seven acres and a quarter; David Wager, thirty-five acres; Thomas Williams, one hundred acres; Robert T. Van Deusen, one hundred and fourteen acres and an half; John T. Van Deusen, seventy-seven acres; Hendrick Yager, one hundred and fifty-six acres and three-quarters; Nicholas Nichols, sixty-seven acres; Samuel A. Miller, one hundred and twenty-six acres, and John C. Miller, seventeen acres and three-quarters; the whole of which said last mentioned farm were also conveyed in fee simple, by certain indentures made between Hen-
328 drick Van Rensselaer and John Van Rensselaer, deceased, and *the* said John J. Van Rensselaer and Daniel Penfield, respectively bearing date the days and years mentioned in the first and second columns of the schedule marked B, hereto also annexed, as part and parcel of these presents; and the several persons named in the third column of the said schedule opposite to the said dates, as by the said schedule, reference being thereto had, will more fully appear, upon payment by the said grantees, and their heirs and assigns, to the said grantors and their heirs and assigns, of certain annual rents, and
329 the render of certain services in *the* said indenture particularly set

forth, and subject also to divers other terms, conditions, exceptions, reservations, and provisoes in the said several indentures set forth, as by the said several indentures, reference being thereto had, will more fully and at large appear, except the following pieces or parcels thereof, which have not at any time heretofore been granted and disposed of, and are not comprehended within the limits, descriptions, and boundaries in the said indentures contained, though intended by these presents to be conveyed by the said parties of the first *part* to the said party of the second part; each respective piece 330
or parcel containing the quantity hereafter expressed, to wit, sixty-one acres, part of the aforesaid farm, now or late in the tenure and occupation of the widow and heirs of James Clapsay, deceased; seven acres, part of the aforesaid farm, now or late in the tenure and occupation of John Murphy; six acres and an half, part of the aforesaid farm, now or late in the tenure and occupation of the heirs of Casparus Conger, deceased; six acres and a quarter, part of the *aforesaid* farm, now or late in the tenure and occupation of Chris- 331
topher Deil; one acre, part of the aforesaid farm, now or late in the tenure and occupation of Charles Everts; four acres, part of the aforesaid farm, now or late in the tenure and occupation of Jacob Esselstyne and Cornelius Esselstyne; twelve acres and a quarter, part of the aforesaid farm, now or late in the tenure and occupation of John G. Gesshard; four acres, part of the aforesaid farm, now or late in the tenure and occupation of Philip Heiner; twenty-eight acres, part of the aforesaid farm, *now* or late in the tenure 332
and occupation of Henry Holsapple; eleven acres and a quarter, part of the aforesaid farm, now or late in the tenure and occupation of Samuel Hallenbeck; fifteen acres and three-quarters, part of the aforesaid farm, now or late in the tenure and occupation of Thomas Nash; thirty acres, part of the aforesaid farm, now or late in the tenure and occupation of Jacob Waltzegen; five acres and an half, part of the aforesaid farm, now or late in the tenure and occupation of Annanias Jones; eleven acres and three quarters, part of the aforesaid *farm*, now or late in the tenure and occupation of John 333
Morey; four acres, part of the aforesaid farm, now or late in the tenure and occupation of Hendric Ostrander; twenty-seven acres, part of the aforesaid farm, now or late in the tenure and occupation of Jacob C. Platner; twenty-five acres, part of the aforesaid farm, now or late in the tenure and occupation of Jacob S. Miller; one acre and three-quarters, part of the aforesaid farm, now or late in the tenure and occupation of Peter W. Pulver; eighteen acres and a quarter, part of the aforesaid farm, now *or* late 334
in the tenure and occupation of the widow and devisees of Jacobus Philips, deceased; three acres and a half, part of the aforesaid farm, now or late in the tenure and occupation of Andrew Henvance; one hundred and ten acres, part of the aforesaid farm, now or late in the tenure and occupation of Lawrence Diel; four

acres, part of the aforesaid farm, now or late in the tenure and occupation of Uldrick Lowers; fourteen acres and a quarter, part of the aforesaid farm, now or late in the tenure and occupation of Jo-
335 seph Jones; *eight* acres and a half, part of the aforesaid farm, now or late in the tenure and occupation of Johannes Snyder; three acres, part of the aforesaid farm, now or late in the tenure and occupation of Cornelius Esselstyne; ninety-eight acres and three quarters, part of the aforesaid farm, now or late in the tenure and occupation of the devisees of Jeremiah Ten Broeck, deceased; seven acres and a half, part of the aforesaid farm, now or late in the tenure and occupation of Joseph Powers; forty-nine acres,
336 part of the aforesaid farm, now or late in the *tenure* and occupation of Nicholas Link and Wilhelmus Link; eight acres and a half, part of the aforesaid farm, now or late in the tenure and occupation of Tobias T. Van Deusen; four acres and a half, part of the aforesaid farm, now or late in the tenure and occupation of John T. Van Deusen; two acres and a quarter, part of the aforesaid farm, now or late in the tenure and occupation of Jacob Waggoner and Solomon Smith; and eight acres and a half, part of the aforesaid farm, now or late in the tenure and occupation of
337 *David* Wager; and also all the following pieces, parcels, or tracts of land, to wit: One piece or parcel, now in the possession of James J. De La Matter, containing fourteen acres, and adjoining the farm now occupied by him on the west; another piece or parcel of land in the possession of Cornelius J. Miller, adjoining the farm now by him occupied on the north, containing eight acres and a half; another piece or parcel of land in the possession of Peter Van Rensselaer and Isaac Derker, containing forty-eight acres
338 and three-*quarters*, bounded westerly by the easterly line of the farm formerly possessed by Henry Van Rensselaer, deceased; northerly by the lands of James Legget, and lands lately in the possession of Joseph Powers; easterly by the said lands of the said Joseph Powers, and lands in the possession of Andrew Hermance; and southerly by the said lands of the said Andrew Hermance, and some or one of the devisees of the said Henry Van Rensselaer, being situate on both sides of the old post-road leading from Claverack to Kinderhook; another piece or parcel of swamp-
339 land, containing twenty-*five* acres, lying between the aforesaid farm, in possession of Hendrick Gager, and a certain tract of land, granted by the said John Van Rensselaer, deceased, to his son Robert Van Rensselaer, deceased, in April, 1769; another piece or parcel of swamp land lying southerly of the said tract, granted as aforesaid to the said Robert Van Rensselaer, deceased, bounded easterly on a farm leased to William Philip, deceased, the 31st day of October, 1765, by the said John Van Rensselaer, deceased;
340 southerly by lands possessed *by* George Philip, at the time of his decease; and westerly by the aforesaid farm in the possession of Henry and Roeliff Mesick, containing twenty-six acres and a

half; another piece or parcel of land, lying on the south side of the line of the farm leased to Johannes Kills, deceased, and the northern line of the farm leased to Andrew Lake, deceased, containing two acres; also, another piece or parcel of land lying between the farms leased to John Ussham, on the 13th of February, 1770, and to John Potts on the 31st day *of* January, 1796, 341
containing three acres. Another piece or parcel of land lying on the northwest corner of the farm conveyed by the said John J. Van Rensselaer in fee simple to William Van Ness, and now by him possessed, containing one acre. Another piece or parcel of land, bounded on the north by the lands of Stephen Hogeboone, on the east by lands of Cornelius S. Miller, on the south by lands conveyed by the said Daniel Penfield to Ambrose Spencer, esquire, and on the west by the farm leased *to* Teunis Osterhout 342
on the 22d of September, 1758, containing thirteen acres and a quarter; another piece or parcel of land, bounded northerly and easterly on the line of division between the said Daniel Penfield and the devisees, being the children of the said John Van Rensselaer, deceased; southerly and westerly by lands now or late in the possession of Joshua Morey, containing fifty-nine acres and a half. Another piece or parcel of land, bounded southerly on the said lands of the said Joshua Morey; easterly on the last described piece or *parcel* of land; westerly, on the land of 343
Jacob Wager, and northerly on the aforesaid line of division, containing twenty-seven acres. Also, another piece or parcel of land, bounded northerly by the lands of Michael Horton; easterly by the lands of Joseph Horton; southerly by the lands of John Gardner, and westerly by the lands of Samuel I. Ten Broeck, containing 32 acres. Another piece or parcel of land, bounded southerly by a road leading from near the house of the said Stephen H. Miller, to what are called Van Deusen's mills; northerly by a five acre lot *of* land, not leased, and herein before 344
mentioned, in the possession of the said Stephen H. Miller; and westerly on the lands of Tobias T. Van Deusen, containing two acres and a quarter. Another piece or parcel of land, occupied by the trustees of the Lutheran church, at Churchtown, containing one acre. Another piece or parcel of land, between the aforesaid farm of Jacob S. Miller, and the said piece of land in the possession of the said John Murphy, containing two acres; and another piece or parcel of land possessed by the said Stephen H. Miller, containing four *acres* and a half—bounded north- 345
erly on the lands of Michael Hess, and between the said farm of the said Joseph Jones and the farm formerly possessed by the said Robert Van Rensselaer, deceased; and also one other piece or parcel of land, bounded westerly on what is called Van Pine's Killitie; southerly on the land of Samuel Forbes; easterly on a twenty-two and a quarter acre lot contracted to be sold, and other lands of the said Samuel Forbes; and northerly on the

said lands in the possession of the devisees of Jeremiah Ten
346 Broeck, deceased, *containing* thirty-nine acres; all which foregoing and above mentioned and described premises contain the quantity of land hereinbefore expressed, according to the survey aforesaid, and another survey made by the said William Cockburne and William Cockburne, junior, and are, with divers other pieces and parcels of land, delineated and laid down upon two certain maps, one whereof made by the said William Cockburne and Frederick Hansen, and subscribed with their own proper names, in pursuance of such survey, and the other by the said William Cockburne and William Cockburne, junior, and
347 subscribed also with their proper names, in pursuance *also* of their said survey, and to which said two maps, for a further description of the premises hereby conveyed, reference is to be had, subject, nevertheless, to their aforesaid indenture heretofore given and executed by the aforesaid Hendrick Van Rensselaer and John Van Rensselaer, deceased, and by the said John J. Van Rensselaer and Daniel Penfield, and each and every of them, to the said several persons in the said third columns in the said hereto annexed schedule mentioned; and saving, excepting, and reserving also out of this grant all such right, estate, and interest
348 as the said Daniel *Penfield* now hath, of, in, or to the premises aforesaid, or any part thereof, in virtue of any mortgage or mortgages, heretofore executed to him by any person or persons whatsoever, for securing the payment of any moneys now remaining due and unsatisfied; and saving, excepting, and reserving also the piece, parcel, or tract of land now in the tenure and occupation of William Bement, containing twenty-three acres and an half; and also the lot adjoining the house now possessed by the said
349 William Bement, lately occupied by *the* Rev. Bethel Judd, and also the lot adjoining a lot of Doctor William Bay, in the said village, on the east, now owned by Seth Toby; and also another lot in the said village, containing fifteen acres; and also such lands in the possession of the said Stephen Hogeboone as have been heretofore released to him by the said John J. Van Rensselaer; the said fifteen acres, lastly above mentioned, belong to the devisees of William H. Ludlow, deceased; together with all and singular the estate, right, title, interest, property, possession, claim and demand of them, the said parties of the first part, or either of
350 them, in law or *equity*, of, in, and to the premises aforesaid, and every part and parcel thereof, and all waters, water-courses, and streams of water, and also all the indentures aforesaid of and concerning the same; and all the covenants, conditions, exceptions, provisoes, forfeitures or right of forfeiture, and re-entry therein contained, and the reversion and reversions, remainder and remainders, rents, issues, services, profits, and advantages thereof, and all the hereditaments thereunto belonging or in any wise appertaining; to have and to hold the several pieces, par-

cels, and tracts of land and premises as above described, butted and bounded, and every *part* and parcel thereof, with the appurtenances, (excepting, saving, and reserving as is above particularly excepted, saved, and reserved, and subject to the several indentures aforesaid) unto the said party of the second part, his heirs and assigns, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever. And the said Daniel Penfield, for himself, his heirs, executors and administrators, and every of them, doth by these presents covenant, grant, and agree, to and with the said John Watts, his heirs, executors, administrators and assigns, that the said several *farms*, pieces, parcels, and tracts of land, as the same are herein before described, butted and bounded, (excepting, saving, and reserving as is above particularly excepted, saved, and reserved,) and free and clear, and freely and clearly acquitted, discharged, and exonerated of and from all and all manner of mortgages, judgments, executions, recognisances, encumbrances, and charges whatsoever, other than the indentures aforesaid. And the said Daniel Penfield, for himself, his heirs, executors, and administrators, doth also further covenant, grant, and agree, to and with the said John Watts, his heirs, executors, administrators and assigns, that the several pieces, parcels, or tracts of *land* herein before described as not having been granted or disposed of, have not at any time heretofore been conveyed, granted, or otherwise disposed of by them, the said Daniel Penfield or John J. Van Rensselaer, or his ancestors, to any other person or persons whatsoever; and the said Daniel Penfield, for himself, his heirs, executors, and administrators, doth also further covenant, grant, and agree, to and with the said John Watts, his heirs, executors, administrators and assigns, and every of them, in manner following, that is to say, that (save, excepting, and reserving, as is above particularly excepted, saved, and reserved, *and* subject to the indentures above mentioned,) he, the said party of the second part, shall and may quietly and peaceably have, hold, occupy, possess, and enjoy the premises aforesaid, and every part and parcel thereof, with the appurtenances, without the let, suit, hindrance, interruption, trouble, disturbance, or molestation of him, the said Daniel Penfield, his heirs or assigns, or the let, suit, hindrance, interruption, trouble, disturbance, or molestation of any other person or persons whatsoever, lawfully claiming or to claim the same, or any part or parcel thereof; and that he, the said Daniel Penfield, now is lawfully seized in *his* own right of a good, sure, perfect, and indefeasible estate of inheritance in fee simple, of, in, and to the same, and of, in, and to the rents and services in the said several indentures specified; and that he, the said Daniel Penfield, is likewise seized in his own right of, and entitled to, all and singular the covenants, conditions, exceptions, reservations, and services in the said several indentures contained, and of every part and parcel thereof, with the appurte-

nances; and that he, the said Daniel Penfield, hath in himself good
356 right and lawful authority to grant, bargain and *sell*, assign, release and set over, enfeoff, assure, and confirm the same to the said John Watts, his heirs and assigns, in manner aforesaid, without any manner of condition to alter, change, defeat, or determine the same; and that he, the said Daniel Penfield, the same unto him, the said party of the second part, his heirs and assigns, against him, the said Daniel Penfield, his heirs and assigns, and against all and every other person or persons whatsoever, will, by these presents, warrant and forever defend; and *lately*, the said Daniel Penfield,
357 his heirs and assigns, shall and will, *at* any time or times hereafter, when thereunto seasonably required by the said party of the second part, his heirs or assigns, and at his or their proper cost and charges, execute such other and further assurances, by fine or otherwise, for the premises, as he, the said party of the second part, his heirs or assigns, or his or their counsel learned in the law, shall reasonably advise, devise, or direct, for more completely vesting in him or them the estate, right, title, and interest of him, the said
358 Daniel Penfield, of, in, and to the premises aforesaid, and *every* part and parcel thereof. In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year above written.

Sealed and delivered in the presence of,

1st sheet, 14th line, the words, "Garret Rowan and Elizabeth Mott, deceased."

21st line, the words, "Jeremiah J. De La Matter and Phineas Freeland." 31st line, the words, "part of." 4th sheet, the words, "containing thirteen acres and a quarter;" in the 12th line, the word "last;" in the 39th line, all but the last word were underlined,
359 and the last word was erased before *the* execution thereof.

HENRY F. PENFIELD,
THOMAS COOPER.

State of New York, ss.

On the 15th of October, 1806, before me came Daniel Penfield and Mary, his wife, known to me to be the grantors described in the within indenture, both of whom did acknowledge that they had executed the same; the said Mary being by me examined privately and apart from her husband, confessed that she had so executed the same freely, without any fear or compulsion of her husband. There being therein no material erasures or interlineations, except as noted, I allowed it to be recorded.

THOMAS COOPER,
Master in Chancery.

JEREMIAH VAN RENSSELAER
vs.
FREDERIC DE PEYSTER et als.

It is hereby agreed, that the replication to the plea of John Watts, *filed* by the complainants in this cause, be amended by 360
striking out all from the word "contained," in the second folio, to the word "documents," near the end of the replication, so as to make the same general replication. And it is further agreed, that the said John Watts actually paid to the said Daniel Penfield, the $40,000 set forth as the consideration in the deed from the said Daniel to the said John.

Dated New York, March 28th, 1843.

A. L. JORDAN,
Solicitor for defendants Philip Kearney and others.
J. BLUNT, *Solicitor for Complainant.*

CIRCUIT COURT UNITED STATES,
Southern district of New York.

JEREMIAH VAN RENSSELAER
vs.
PHILIP KEARNEY and Frederic De Peyster, Executors, &c., of John Watts, deceased, and others. } *In Equity.*

Points for complainants.

I.—The devise in the will of John Van Rensselaer, the testator, of the premises in question to Morris & Douw, in trust to support the contingent remainders limited in the will, was a valid devise, and they took under it the legal estate in the premises, and held the same during the natural life of John J. Van Rensselaer, the testator's grandsire, for the purpose of supporting the remainders and performing their trust. John J. Van Rensselaer took only an equitable estate, for his own life, in the premises, which was not enlarged to an estate tail by the subsequent devise of the remainders.

II.—Even if the estate of John J. Van Rensselaer was executed by operation of the statute of uses, it was an estate for his own life only, which was not enlarged by the subsequent devise of the remainder to his first, second, and other sons, and the heirs male of the bodies of such sons into an estate tail. The sons thus designated take as *purchasers*, and not as heirs.

III.—John J. Van Rensselaer, by his deed to Daniel Penfield, conveys only an estate for his own life.

IV.—The first born son of John J. Van Rensselaer took an estate tail in remainder, but as he died without issue in the lifetime of his father, he never became *seized* of that estate, within the meaning of the statute of New York, of 1786, abolishing entails and regulating descents. On the death of such first son, in 1813, the plaintiff took an estate tail,

in remainder of which however, he first had seizin on his father's death in 1828. The estate in tail was then, and not before, converted into a fee simple by that statute.

V.—Supposing that the first son of John J. Van Rensselaer took a remainder in fee simple, which descended on his death to his father, then on the death of John J. Van Rensselaer the fee simple descended to his heirs, (of whom the plaintiff is one,) and they are not estopped by the deed to Penfield.

VI.—The plea of John Watts, that he was a purchaser for a valuable consideration without notice, has not been proved by the defendants, his executors and devisors, and on the contrary, has been disposed by the plaintiff, who is therefore entitled to all such discovery from the executors and devisees, as may be needful to the ascertainment and enforcement of his rights. Even had the plea been maintained by full proof, it would not protect the defendants from the *relief* sought by the bill, as it was only allowed as a plea to the discovery.

VII.—The plaintiff is entitled to a decree, establishing his rights, letting him into possession, and directing an account of rents and profits from the time of the death of his father.

J. BLUNT,
B. F. BUTLER,
Of counsel for complainant.

At a stated term of the circuit court of the United States of America, for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Tuesday, the 19th day of May, in the year of our Lord one thousand eight hundred and forty-six.

Present, the honorable Samuel R. Betts.

PHILIP KEARNEY and FREDERICK DE Peyster, trustees and executors of the last will and testament of John Watts, deceased, and Philip Kearney, junior, Alexander D. McComb, and Susan K., his wife, (late Susan Kearney,) and John Watts De Peyster, impleaded, &c.,
ads.
JEREMIAH VAN RENSSELAER.
} In equity.

This cause having been brought to a hearing upon the pleadings and proofs therein, and having been argued by Mr. J. Blunt and Mr. B. F. Butler, of counsel for the complainant, and by Mr. A. L. Jordan and Mr. G. Wood, of counsel for the defendants, and by Mr. C. O'Conor, of counsel for certain other parties claiming an interest in the subject matter of this suit, and due deliberation having been had, it is adjudged and decreed, and this court doth adjudge and decree:

First. That the remainder in tail, in the premises mentioned in the pleadings in this cause, created by the will of John Van Rensselaer, the

elder, vested in John, his great grandson, on his birth, in the year one thousand seven hundred and ninety-one, and that said great grandson was seized of such remainder.

Second. That the tenant in tail, under the said will, acquiring such estate in remainder, became thereby so seized of the lands, tenements, and hereditaments devised that the act of February 23rd, A. D. 1786, converted such estate tale into a fee simple absolute.

Third. That the said John, the great grandson of the said John Van Rensselaer, the elder, took the estate in question as a purchase, and thus became a new stock of descent, and was so seized thereof that, at his death, in the year 1813, the whole estate descended to his father, John J. Van Rensselaer, and his heirs at law.

Fourth. That the covenants in the deed of John J. Van Rensselaer, conveying the premises in question to David Penfield, bearing date the first day of January, A. D. 1795, amount in law to a covenant against all encumbrances, except such as are specifically designated in the said deed, and also to a covenant for quiet enjoyment, subject only to the like exceptions.

Fifth. That the said covenants in the said deed operate as an estoppel to John J. Van Rensselaer's claiming the estate subsequently acquired by him, as against his grantee; and that the estoppel operates equally against the complainant in this suit, who makes title to the estate in question as one of the heirs at law of John J. Van Rensselaer.

Sixth. That the deed of Daniel Penfield to John Watts, bearing date the fifteenth day of October, in the year 1806, conveying the said estate to the said John Watts in fee, with full covenants, entitles his devisees and representatives, now in possession of the premises, and who are defendants in this cause, to a decree dismissing the complainant's bill in this cause with costs.

It is therefore ordered, adjudged, and decreed by this court, that the complainants' said bill of complaint be, and the same hereby is, dismissed; and that the said complainant pay to the said defendants or their solicitor their costs of this suit to be taxed, and that the said defendants have execution therefor according to the course and practice of this court.

(Signed) SAMUEL R. BETTS.